



**AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
(AFTRA)**

**2003
AFTRA
TELEVISION RECORDED
COMMERCIALS CONTRACT**

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2003 AFTRA Television Recorded Commercials Contract

AGREEMENT made by and between the **American Federation of Television and Radio Artists**, a New York voluntary association, herein called "the Union," and the **ANA-AAAA Joint Policy Committee on Broadcast Talent Union Relations** (hereinafter called the "Joint Policy Committee"), acting on behalf of advertisers and advertising agencies who have authorized said Committee to act on their behalf, a list of which has been filed with the Union and is by this reference included as a part of this Contract, and others who sign this Contract or Letters of Adherence hereto, hereinafter individually referred to as "Producer."

I. PRE-PRODUCTION

1. RECOGNITION AND COVERAGE

- A. The Union is recognized by Producer as the exclusive bargaining agent for all Principal Performers (including actors, narrators, announcers, singers, dancers, specialty acts, specialty dancers, puppeteers, stunt performers, pilots), stand-ins and extras, including hand models, (hereinafter called "performers"), but excluding instrumental musicians performing as such and staff sound effect technicians as described in Section 6. Persons Covered, employed by Producer for commercials, as the term "commercials" is defined in Section 4. Definitions, within the scope of this Contract as provided in Section 5. Scope of Contract.
- B. This Agreement governs the making and use of recorded commercials in television or the internet, and all of the terms and provisions of this Contract are applicable to television announcements and/or internet commercials which are produced and recorded by means of any electronic video equipment (including a combination electronic and motion picture or "slave" camera) used either in connection with television broadcasting or in connection with electronic video recording, whether by means of disc, wire, tape, kinescope, audio tape recorders, video tape recorders, wire recorders, disc recorders and any other apparatus now or hereafter developed which is used to transmit, transfer or record light or sound for immediate or eventual conversion into electrical energy. (Excluded from the foregoing are announcements recorded solely by motion picture camera not in connection with a television or radio broadcast.) The foregoing provisions of this paragraph shall not limit or restrict or be limited or restricted by anything contained in Paragraph 70. of the AFTRA National Code of Fair Practice for Network Television Broadcasting.
- C. Any use of recording not specifically provided for herein shall be deemed conclusively to be in accordance with the applicable terms and conditions of said AFTRA National Code of Fair Practice for Network Television Broadcasting.
- D. The persons covered by this Contract are herein referred to as "performers" who shall be all persons who appear or perform in any manner in services before the microphone or camera or whose performance is utilized in any manner in the production of a recorded commercial (pursuant to this Contract), including those who speak, act, sing, dance, model, demonstrate or in any manner perform as talent as such term is used and understood in the Broadcasting Industry and including members of the public who participate in testimonial, hidden camera or other commercials. No services of any person so performed or so utilized are excluded from the scope of this paragraph unless specifically waived by the Union.
- E. Compensation to performers in commercials is based both on the services which the Performer renders in the production of such commercials and on the use which is made of the finished commercial in which the Principal Performer has rendered services. This dual basis of compensation springs from the unique nature of the services rendered by Principal Performers in commercials. The Union contended that a Principal Performer rendering services in a commercial performs, to a great extent, the duties of a demonstrator or salesperson of a particular product or service, and as such tends to be identified with that particular product or service.

The Union also contended that this identification increases proportionately with the continued telecasting of a commercial. The Union further contended that advertisers and their agencies seldom approve the employment of a Principal Performer who has become identified with another product or service, especially if the product or service is competitive. These conditions and practices tend to reduce opportunities for further employment in this field.

The Producer, realizing the singular nature of this kind of service and that the reuse of a commercial may limit or curtail further employment opportunities for the Principal Performers appearing in the commercial, has agreed to this unique method of compensation.

- F. The Parties hereto recognize that from time to time during the course of their bargaining new laws have been enacted with provisions that have remained unclear, and several provisions of this Contract declaring established past practices have been readopted in the absence of any known problems or legal questions. It has always been and is the intention of the parties to interpret and apply all provisions of the Contract in accordance with the requirements of law. To that end we declare that if any provision of this Contract is found to be in violation of law, this Contract shall be deemed modified or amended accordingly. All terms and conditions of this Contract are separable.

2. EFFECTIVE DATE AND TERM

This Contract shall be for a term commencing October 30, 2003, and continuing to and including October 29, 2006, and shall continue in effect thereafter until terminated by either party by sixty (60) days' notice, in writing, to the other.

3. EXISTING CONTRACTS

- A. Except as is otherwise expressly provided herein, the terms and provisions of this Contract shall apply to all commercials produced hereunder on or after October 30, 2003, and to all new or additional versions of commercials produced under all prior collective bargaining contracts for commercials, which are integrated on or after October 30, 2003, under the provisions of Section 25. Integrating of Commercials into Different Commercials, and to all versions which are edited after October 30, 2003, other than as expressly permitted under Section 26. Editing of Commercials.
- B. The provisions of this Contract with respect to all services rendered by performers in commercials on or after the effective date hereof shall be deemed incorporated in all contracts of employment now in effect or hereafter entered into, but no terms or provisions in any such existing contracts which are more favorable to the performers than the terms and provisions herein specified shall be deemed so modified.

4. DEFINITIONS

- A. Commercials are short advertising or commercial messages made as motion pictures, three (3) minutes or less in length and intended for showing over television. Advertising or commercial messages include any narration, dialogue, songs, jingles or other matter which depicts or mentions the advertiser's name, product or service. They include program openings and closings which mention the advertiser's name, product or service. Advertising and commercial messages over three (3) minutes in length shall be subject to separate negotiations between the Union and the Producer.
- B. The term "commercials" also includes short advertising messages intended for showing on the Internet, which would be treated as commercials if broadcast on television and which are capable of being used on television in the same form as on the Internet. If a dispute arises as to whether material used on the Internet qualifies as a commercial, as defined above, either party may submit the dispute to a joint committee established by the Joint Policy Committee and the Union. The joint committee shall consist of an equal number of persons appointed by the Joint Policy Committee and by the Union. If the joint committee fails to resolve the dispute within thirty (30) days, either party may submit the dispute to arbitration.
- C. Notice on Live Commercials. Producer agrees that the Producer has notice of the provisions of Paragraph 73.(e) of the AFTRA National Code of Fair Practice for Network Television Broadcasting, which Paragraph 73.(e) is attached hereto as **Exhibit D** and made a part of this Contract. *[See Agreed Interpretation 8, page 125]*

5. SCOPE OF CONTRACT

- A. The terms and conditions of this Contract apply to commercials produced by Producer in the United States which includes its commonwealths, territories, possessions, and to commercials for which Producer engages performers within such territorial areas wherever such commercials are made.
- B. The showing of commercials anywhere within the United States, its commonwealths, territories and possessions, Canada and Mexico, shall be included in determining use fees.
- C. The parties to this Contract agree that every effort will be made to encourage advertisers to produce commercials, as defined in Section 4., within the geographic scope of this Contract. As part of this objective Producers agree that they will not produce commercials outside the geographic scope of this Contract engaging entirely nonunion performers primarily for reasons of economy or economic advantages in the engagement of performers.

- D. On request Producer will supply the Union with complete records and reports of commercials which were made outside the geographic scope of this Contract. In the event such material discloses production outside the geographic scope of this Contract in violation of the intent and spirit of Section 5.C., the Union may require advance notice of all future production outside the geographic scope of this Contract.

6. CLASSIFICATIONS OF PERSONS COVERED

A. Principals

The following performers shall be classified as "Principal Performers":

1. Anyone who is seen and who speaks a line or lines of dialogue whether directly employed for such work, or after being hired as an Extra or as a Group Performer except as provided in Section 20.A.2.;
2. Anyone whose face appears silent, alone in a stationary camera shot, and is identified with the product or service;
3. Anyone whose face appears silent and is identifiable and whose foreground performance demonstrates or illustrates a product or service, or illustrates or reacts to the on- or off-camera narration or commercial message;
4. Notwithstanding any of the provisions of paragraphs 1., 2. or 3. hereof, anyone who is the subject of a close-up and who is identifiable shall be deemed a "Principal Performer." A "close-up" is defined as that term is understood in motion picture photography. Persons appearing in the foreground solely as atmosphere and not otherwise covered by the foregoing shall be deemed Extra Performers;
5. Clowns in proprietary makeup which is identifiable are included in the term "Principal Performer" if their foreground performance demonstrates or illustrates a product or service or illustrates or reacts to the on- or off-camera narration or commercial message.
6. Stunt performers are included in the term "Principal Performer" if they perform an identifiable stunt which demonstrates or illustrates a product or service or illustrates or reacts to the on- or off-camera narration or commercial message. Stunt performers need not be identifiable *per se*; only the stunt performed need be identifiable. A vehicle driver is included in the term "Principal Performer" if such driver satisfies the Stunt Driving Guidelines set forth in Section EE. of Working Conditions (**Schedule A**, Section 1.);
7. Specialty dancers and specialty acts are included in the term "Principal Performer" if the requirements of this Section 6. are otherwise fulfilled;
8. Anyone whose voice is used off-camera, except "omnies." "Omnies" are defined as atmospheric words or sounds uttered by anyone;
9. Persons appearing in "stop action," "squeeze action" or still photographs as defined in and subject to the limitations of Section 7. Still Photographs;
10. Performers operating hand, stick or string manipulated puppets or marionettes. Such performers shall be compensated as on-camera Principal Performers for their services in making any commercial and for the use of any commercial utilizing their services;
11. Pilots of any type of aircraft, including airships, gliders and balloons are included in the term "Principal Performer" if, at the direction of Producer, their flying or taxiing demonstrates or illustrates a product or service or illustrates or reacts to the on- or off-camera narration or commercial message;
12. A featured foreground performance by specialty acts, specialty dancers or stunt performers in a commercial shall be covered for all purposes, including residuals, whether or not their performance demonstrates or illustrates a product or service, or illustrates or reacts to the on- or off-camera narration or commercial message;
13. Anyone who speaks lines or performs a stunt for a commercial and whose performance is not utilized in a commercial so as to qualify such person as a "Principal Performer" under the provisions of this Section 6. shall, nevertheless, receive the applicable session fee provided hereunder and all working conditions applicable to "Principal Performers";
14. The application of this Contract to persons fulfilling the requirements of this Section 6. is limited only by the provisions of Section 8. Waiver as to Certain Nonprofessional Persons. Members of the public who appear in testimonial or hidden camera commercials, nonprofessionals, minors etc., shall receive the wages, working conditions and other benefits provided by this Contract;

15. Persons performing as singing or dancing solos or duos. *[See Agreed Interpretation 13, page 126.]*
- B. Group Singers and Group Dancers
Group Singers or Group Dancers shall be singers or dancers performing in groups of three (3) or more.
- C. Extras *[See Section 60. and **Schedule C.**]*
 1. Extras are those performers who do not speak any lines whatsoever as individuals but who may be heard, singly or in concert, as part of a group or crowd.
 2. Whenever extras are required to do any special business, other than that which has been customarily performed by extras in accordance with the practice in television under the AFTRA Codes, they shall be paid as "Principal Performers."
 3. Except as otherwise provided, the term "extra" shall include General Extras and Hand Models.

7. STILL PHOTOGRAPHS

- A. Persons appearing in television commercials in "stop action" photographs, "squeeze action" photographs or in photographs involving similar techniques or results, and persons appearing in television commercials in still photographs made for any advertising purpose, which photographs as used in the commercial would bring such persons within the definition of the term "Principal Performer " as provided in Section 6. Persons Covered, shall be entitled to sums equal to session and use fees as provided herein.
However, the following types of uses of still photographs are not covered by this Contract:
 1. Photographs which appear in a casual leafing through of an album, book, magazine or newspaper;
 2. Photographs of trademarks and service marks (registered and unregistered);
 3. Photographs of packaging and labeling;
 4. Actual print where a photograph appears incidentally and is not highlighted or featured;
 5. Billboards, displays and point-of-sale items which appear incidentally and are not highlighted or featured;
 6. Atmosphere photographs, pictures and likenesses used as incidental props, provided the person shown is not well known or prominent;
 7. News photographs.
- B. It is the intent and spirit of this provision that still photography used in television commercials shall not be used in a manner which evades this Contract. To that end, it is agreed that the Standing Committee shall discuss and make recommendations concerning any disagreement or interpretation regarding use of still photographs in television commercials.

8. WAIVER AS TO CERTAIN NONPROFESSIONAL PERSONS

The Union waives the application of this Contract to actual employees of the advertiser who are regularly employed and who are not professional entertainers who engage in the entertainment field regularly when they are photographed at their usual place of business in the course of their usual employment. The application of the Contract is not waived, however, with respect to those persons who render services for the advertiser in the regular course of the advertiser's business, which services by their very nature are services normally rendered under and covered by this Contract; for example, fashion modeling. The Union also waives the application of this Contract to executive officers of companies delivering institutional messages as that term is understood in the industry.

II. PRODUCTION

9. ENGAGEMENT OF PRINCIPAL PERFORMERS

- A. Principal Performers or their representatives shall be informed at the time they are auditioned or interviewed for a job, and at the time of hiring, whether they are to be employed as a Principal Performer or as an Extra Performer.
1. A Principal Performer or the Principal Performer's representative shall be informed at the time the Principal Performer is auditioned or interviewed for a job and at the time of hiring if the Principal Performer is to be employed in the production of a 15-second or 10-second commercial.
 2. When more than one (1) Principal Performer is or will be engaged for the same role, the Principal Performers shall be so notified at the time of their audition or interview and at the time of hiring.
 3. Producer may not request a Performer's agreement to the terms and conditions of employment prior to the time of hiring. Producer shall have the right to state at any time Producer's intent with respect to the terms and conditions of employment.

Performers who do not intend to accept such terms and conditions shall have the right to audition and negotiate for better terms and conditions at the time of hiring.

Any statement of the Producer's intention must include with equal prominence the statement of the Performer's rights as stated above.

- B. Standard Employment Contract in the form of **Exhibit A-1** to this Contract shall be used for all engagements of scale performers. No changes, alterations or additions may be made in such form except such changes as are more favorable to the Principal Performer and as to which changes both Principal Performer and Producer's representative have given written approval on the contract. If notification has been given at the time of hiring, that minimum scale and all provisions of the Standard Employment Contract apply, and if the Principal Performer has assented, the Principal Performer may not thereafter negotiate changes or strike any of the standard contract provisions. It shall be the responsibility of Producer to fill in all blanks in such contract before it is signed by the Principal Performer. Any additional terms for an overscale contract must be separately set forth in the place provided and initialed by the Principal Performer. Stunt adjustments, if any, shall be noted under "Special Provisions" on the Standard Employment Contract Form.
1. The employment contract shall be submitted to the Principal Performer within a reasonable time prior to production to afford the performer an opportunity to consult with his/her representative or Union before signing the contract.
 2. The contract shall be executed prior to production and a copy thereof given Principal Performer.
 3. Submitting a blank contract shall be deemed a failure to provide a contract.
 4. In the event of consistent and repeated failure to comply with the foregoing, after written notice from the Union, liquidated damages in an amount equal to a scale session fee shall be payable to the Union.
 5. With respect to group singers, contract requirements may be deemed fulfilled, if Producer so elects, by the use of Member Reports.
 6. Upon written request of the Union a copy of all employment contracts shall be filed with the appropriate AFTRA office.
 7. With respect to any aspect of the creation or production of a music track, any individual who does not render services covered by this Contract shall not be entitled to any of the benefits provided for herein including without limitation, those referred to in Section 46. Contribution to AFTRA Health and Retirement Funds.

- C. If a person is employed by a Producer in a commercial and is not given a contract at or prior to the commencement of services in the commercial and a controversy arises between Producer and Principal Performer as to whether the Principal Performer was employed as a Principal Performer or as an Extra Performer, it shall be presumed that the person was employed as a Principal Performer. If such controversy is not resolved, it shall be subject to arbitration.
- D. The Union shall have the right at any time to examine all contracts and contract forms, including additions and riders attached thereto or used in connection therewith by any Producer, to determine whether the provisions of this Contract are being complied with.
- E. There shall be attached to all Standard Employment Contract forms (**Exhibit A-1**) a W-4 form to be signed by Principal Performer for delivery to Producer.
- F. If commercial copy is to be memorized by the Principal Performer, whenever possible, it shall be provided twenty-four (24) hours in advance of performance.
- G. At the time of engagement, singers and dancers hired under this Contract must be notified as to whether they are being engaged as a solo or duo or group, and, if as a group, the size of the group must be specified. If speakers are to be used in unison only, then speakers must be likewise notified of the size of the group.
- H. Producer shall notify the Principal Performer or his/her representative in advance of employment of any hazardous work, stunts, work with animals, or strenuous or repetitive physical activity. *[See Agreed Interpretation 17, page 126.]*

10. INTENDED USE NOTICE

Principal Performers or their representatives will be informed at the time of the audition or interview and at the time of hiring, of the intended initial class and scope of use of the commercial. In the case of a test or test market commercial, Producer must advise Principal Performer of such anticipated use at the time of auditions as well as engagement.

11. WORKING CONDITIONS

- A. **Schedule A-Working Conditions** hereto attached, shall be deemed incorporated herein and made a part hereof as to all Principal Performers covered hereby. *(Commencing on page 67.)*
- B. **Schedule C-Extra Performers** hereto attached, shall be deemed incorporated herein and made a part hereof as to all Extra Performers covered hereby. *(Commencing on page 93.)*

12. UNION SECURITY

Section 1. of **Schedule B** providing for Union Security is by this reference incorporated herein and made a part hereof as to all Principal Performers, Stand-ins and Extras (including Hand Models) covered hereby. *(Commencing on page 87.)*

13. PROFESSIONAL RECOGNITION – PREFERENCE OF EMPLOYMENT

The provisions of Section 2. of **Schedule B** hereof entitled "Professional Recognition – Preference of Employment" are by this reference incorporated herein and made a part hereof as to all performers covered hereby. *(Commencing on Page 89.)*

14. POLICY OF NONDISCRIMINATION AND AFFIRMATIVE ACTION / DIVERSITY

- A. The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of Principal Performers and Extra Performers ("performers") on the basis of sex, race, color, creed, national origin, age, disability or sexual orientation, in accordance with applicable State and Federal law, nor shall any inquiry be made with respect to a performer's marital status, sexual orientation, national origin, age, creed or disability.
- B. Producer shall cast performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, performers with disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives. In furtherance of the foregoing, the Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, performers with disabilities and seniors.

- C. Consistent with the foregoing, best efforts shall be made to seek out and include minorities, seniors, women and performers with disabilities, in the casting of commercials, thereby creating fair, equal and non-stereotyped employment opportunities. When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify the Union of such specifications, so that performers with the same disability may be informed and given the opportunity to audition for the roles starting with the first audition. Producer agrees to equal employment opportunities (including auditions) for women and men for voice-over roles having due regard for the requirements of and suitability for such roles.
- D. When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted and unscripted stunts on a functional nondiscriminatory basis.
 - 1. Producer shall make every effort to cast performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of other adaptive devices, *e.g.*, crutches, prostheses, *etc.* The Union's skill and talent bank is a resource that can be utilized in ascertaining the availability of such performers.
 - 2. Where the Stunt Performer doubles for a role which is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific or Native American and the race and/or sex of the double are also identifiable, Producer shall make every effort to cast qualified persons of the same sex and/or race involved. Producer reaffirms that this Section 14. prohibits the practice commonly referred to as "painting down."
 - 3. The stunt coordinator shall make every effort to identify and recruit qualified minority and female stunt performers and qualified stunt performers with disabilities prior to the commencement of production.
- E. In accordance with the foregoing policy, the Union reaffirms its policy of nondiscrimination with respect to admission to membership and rights of membership.
- F. The Standing Committee shall also serve as a Committee on Fair Employment Practices to consider any complaints hereunder.
- G. Producer shall not use any information contained in INS Form I-9 to discriminate against any performer on the basis of sex, race, age or national origin in violation of this Contract or law.
 - 1. To that end, INS Form I-9 information which is protected by equal employment laws or by this Contract shall be maintained in confidence.
 - 2. The parties agree further that the Standing Committee shall meet to establish mutually acceptable Immigration Reform and Control Act verification procedures which will maintain such confidentiality.
- H. Disputes relating to the provisions of this Section 14 shall be referred to the Industry-Union Standing Committee and unless resolved by the Standing Committee within ninety (90) days after the date of the referral, the dispute shall be arbitrable.
- I. The conditions under which reports provided under Subsection A. of this Section 14. may be utilized are as follows:

1. The Union and the Producer hereby expressly agree that they will keep the information generated by the reporting procedure confidential, except where disclosure is required by law or is requested informally by a state, local or federal government human rights or equal opportunity agency pursuant to an investigation. In such cases the Union or Producer shall prior to disclosure, notify the Industry-Union Standing Committee of such proposed disclosure and provide a copy of the information proposed to be disclosed to the members of the Standing Committee. In addition, where disclosure is required by law, the Union or Producer shall request protective orders protecting as broadly as reasonably feasible the confidentiality of the information disclosed, and where such information is provided informally pursuant to a request by a state, local or federal government human rights or equal employment opportunity agency in connection with an investigation, the Union and the Producer shall request that such agency accord the information provided the broadest degree of confidentiality reasonably feasible.
1. Upon reasonable notice, the Union or Producer may request that the Industry-Union Standing Committee be convened to discuss any matter relating to the policy of nondiscrimination, the production of information provided for herein or the results of such production of information and the confidentiality provisions of Paragraph 1. of this Subsection I. If the Union requests such a meeting of the Standing Committee with respect to a particular advertiser or advertising agency, the Union shall specify in advance of the meeting the advertiser or advertising agency involved and the information with respect to such advertiser or advertising agency that it proposes to discuss. The Industry representatives on the Standing Committee shall then invite such advertiser or advertising agency to attend such meeting. Such advertiser or advertising agency may either attend such meeting or respond in any other manner it deems appropriate. Except as hereafter provided, information generated by the Standing Committee and any action or agreements resulting from the submission to the Standing Committee shall be subject to the confidentiality provisions of this Subsection I.
3.
 - a. If, within ninety (90) days after presentation to the Standing Committee under Paragraph 14.F., any complaint regarding nondiscrimination and affirmative action remains unresolved, the Union, represented by its National Executive Director or Assistant National Executive Director, may request a meeting with an individual Producer on at least ten (10) days' written notice to the Producer and simultaneously to a representative of the Joint Policy Committee. Such notice shall state with particularity the nature of the complaint involved and any information, including statistical information, that the Union possesses supporting such complaint. At the same time the Union may request the Producer to provide the Union reasonable information relevant to the Union's complaint.
 - b. If the Producer is represented by the Joint Policy Committee, a representative of such Committee shall attend such meeting. The Producer shall participate in such meeting and shall include persons with appropriate executive authority with respect to the issues involving nondiscrimination and affirmative action. Within thirty (30) days after the conclusion of such meeting, the Union and the Producer shall either jointly or separately report in writing to each other, with a copy to the representative of the Joint Policy Committee, their conclusion(s) with respect to the meeting, including any specific plan and programs that Producer and/or Union may believe to be necessary to comply with this Section of the Agreement.
 - c. If the Union maintains that the Producer has failed to make good faith efforts to address the issues involved in the complaint within six (6) months after such meeting (or within such other time period as may be agreed upon at the meeting specified in Paragraph 2. Above), the Union shall again meet on ten (10) days' notice with the Producer and a representative of the Joint Policy Committee. Thereafter, if the Union is able to demonstrate that the Producer has not made good faith efforts in this regard, and the Union has determined in good faith that it would be appropriate to publicly release statistics and data in possession of the Union relating to the employment practices of the Producer, the Union shall disclose in writing to the Producer and a representative of the Joint Policy Committee the precise statistics and data it intends to publicly release. If within fourteen (14) days after such disclosure, the matter cannot be resolved, the Union may publicly release only the statistics and data referred to in the preceding sentence, and shall, simultaneously with the public release, provide the Producer and a representative of the Joint Policy Committee a copy of such release and state the extent of the distribution of such release. There shall be no public disclosure of any such statistics or data without compliance with the foregoing step of this Subsection I.

- d. For Producers not represented by the Joint Policy Committee, the above procedure shall apply, except that a representative of the Joint Policy Committee shall not be involved, unless it elects to be involved and the Producer so agrees.
4. Notwithstanding the foregoing, the Union may disclose, publicize or otherwise use, industry-wide statistics as distinguished from statistics relating to any individual Producer.

NOTE: With respect to implementation of this Policy of Nondiscrimination and Affirmative Action/Diversity, see also Schedule A.1, Sections HH. and KK.

15. INDEPENDENT CASTING AGENCIES

- A. The Producer concurs with the Union's desire to require independent casting agencies to treat Union members in a manner befitting their professional standing and as a matter of policy will not use the services of independent casting services who do not regularly operate from a *bona fide* business office with regular business hours and adequate telephone service.
- B. Producers agree to give written notice to their casting employees and to independent casting agencies (the names of which shall be provided by the Union) that the following are prohibited practices:
 1. A Casting Director shall not attend or lend the Casting Director's name to any acting school, workshop, seminar or like program which the Casting Director knows either expressly or by implication promises an actor a guarantee of employment in exchange for the actor's attendance at such program.
 2. A Casting Director shall not attend or lend the Casting Director's name to any acting school, workshop, seminar or like program which the Casting Director knows advertises the specific role(s) or commercial(s) for which the Casting Director is currently casting.
 3. A Casting Director is prohibited from accepting any fee from a performer in exchange for selection for a specific role or for viewing a performer's showcase performance.

16. EXCLUSIVITY

- A. The exclusivity to which scale Principal Performers may agree shall be limited to an agreement not to accept employment in commercials advertising any competitive product or service. Principal Performer may agree not to accept employment in commercials advertising noncompetitive products or services for payment of not less than the following rates of compensation:

1. One to three noncompetitive products or services.	150% of minimum compensation for session and use.
2. Four or more noncompetitive products or services but not complete exclusivity.	200% of minimum compensation for session And use.

Only a Principal Performer who has entered into a term contract to perform services on a continuing basis for a guaranteed amount may agree to grant complete exclusivity. The contract or memorandum thereof shall be submitted to the Union for its consent to the granting of complete exclusivity, the granting of which consent shall not be unreasonably withheld or delayed.
- B. A product or service shall not be deemed competitive with another product or service solely because both are made or offered by the same advertiser, nor shall a product or service be deemed competitive with another product or service merely because it is manufactured or offered by another advertiser competitive in some other product or service area.
- C. Exclusivity may not be required of Principal Performers engaged to portray non-identifiable voices (disguised voices, dialects, cartoon voices, etc.) or for lip sync.
- D. No exclusivity agreement may be made which extends beyond the maximum period of use provided in Section 30. Maximum Period of Use of Commercials, subject to the provisions for renewals thereof.
- E. Principal Performers shall not be required to grant warranties or exclusivity of any kind with respect to any work performed or to be performed in other commercials as an Extra Performer, nor may any Principal Performer be required to grant any warranties with respect to any commercial, except within the area of exclusivity permitted by Subsection A. hereof.
- F. No exclusivity rights may be acquired by Producer with respect to off-camera solo or duo singers or group performers other than "name" performers or groups unless otherwise bargained for.

- G. No exclusivity rights may be acquired by Producer with respect to Principal Performers who perform in Seasonal Commercials.
- H. No exclusivity rights may be acquired by Producer with respect to non-identifiable pilots.
- I. Producer and Principal Performer agree that exclusivity is one of the fundamental aspects of this Contract and is one of the foundations for use fees. Therefore, any breach of exclusivity by a Principal Performer must be considered a serious breach of the Principal Performer's agreement with Producer and may lead to substantial damages being assessed against Principal Performer. The Union agrees that it shall be a policy of the Union to make members aware of their professional responsibility to live up to exclusivity agreements and to encourage adherence thereto.
- J. Exclusivity agreements apply with respect to employment in television commercials made under both AFTRA's collective bargaining Contract and under the collective bargaining Contract of the Screen Actors Guild (SAG).

17. RESTRICTIONS ON USE OF COMMERCIALS; ADDITIONAL SERVICES

- A. The rights granted to Producer in commercials shall be limited to the right to use, distribute, reproduce and/or exhibit such commercials over television. Producer shall have the right to use the name and likeness of the Principal Performers and their acts, poses and appearances in such commercials in trade publications and in reels for non-broadcast use provided such reels are not rented, sold or utilized as give-aways.
- B.
 - 1. Producer agrees that no part of the photography or sound track of a Principal Performer made for a commercial shall be used other than in commercials as provided hereunder, without separately bargaining with the Principal Performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining applies to use in other commercials after the maximum period of use has expired pursuant to Section 30. Maximum Period of Use of Commercials, use in theatrical or television motion pictures, or use in any other field or medium. Such separate bargaining shall take place prior to the time of such proposed use but the Principal Performer may not agree to such use at the time of original employment except as follows:
 - a. Bargaining for the right to use the Principal Performer's sound track in radio may take place at the time of employment, provided that additional payment is made for such use at the time of such employment.
 - b. Bargaining for the right to use the Principal Performer's photography or sound track in any other field or medium may take place at the time of employment, provided the specific nature and extent of such use is specified and proper payment is made at such time.

All such bargaining shall be subject to the minimum wages and use fees, if any, provided for in the collective bargaining Contract, if any, applicable to the field in which the photography or sound track is used. If Producer is unable to find the Principal Performer within a reasonable time, it shall notify the Union, and if the Union is unable to find the Principal Performer within a reasonable time, Producer may reuse the photography or sound track without penalty.
 - 2. If Producer fails to separately bargain with the Principal Performer as provided above, or if the Producer and the Principal Performer bargain but are unable to reach an agreement, Producer shall be prohibited from making such use of the material. In case of violation of the foregoing, the Principal Performer shall be entitled to damages for such unauthorized use equivalent to three (3) times the amount originally paid the Principal Performer for the number of days of work covered by the material used. In addition, minimum use fees, if any, applicable to the field in which the material is used, shall be paid. However, the Principal Performer may, in lieu of accepting such damages, elect to arbitrate the Principal Performer's claim or bring an individual legal action in a court of competent jurisdiction to enjoin such use and recover such damages as the court may fix in such action.
 - 3. The provisions of this Subsection B. shall not be applicable to unidentifiable off-camera group performers. With respect to on-camera Principal Performers, the provisions of this Subsection B. shall apply only if the Principal Performer is recognizable and, with respect to stunt performers, only if the stunt is identifiable.
- C. If Producer wishes to use the Principal Performer's sound track in a simulcast, the individual Principal Performer's contract shall contain a provision requiring additional compensation payable at the time of such

simulcast. Such additional compensation shall be no less than the rates provided for in the applicable collective bargaining agreement for radio.

- D. No service of the Principal Performer is contracted for except as specified in this collective bargaining Contract. This paragraph is not intended to prevent a Principal Performer from contracting for services of a kind not covered by this Contract by individual contract at such rates of pay and under such conditions as Producer and the Principal Performer shall agree, subject only to the requirement that it shall not be in conflict with this collective bargaining Contract. Producer shall not require a Principal Performer to include such services as a part of the performer's employment under this Contract but must bargain separately for such services, including translations, if requested by the Producer and agreed to by the Principal Performer.

18. PUBLIC SERVICE ANNOUNCEMENTS / GOVERNMENT AGENCY MESSAGES

- A. The Union, cognizant of the importance of public service announcements and government agency messages to the welfare of our Country, will follow a liberal policy in granting waivers of additional compensation for the use of messages produced and used under the auspices and/or on behalf of the various Federal, State and local governmental agencies, nonprofit public service organizations, charities and museums.

The Union waives the application of this Contract to persons regularly employed by and volunteers regularly serving a sponsoring organization as well as members and beneficiaries of such organization. As used herein, the term "beneficiary" shall apply only to nonprofit public service organizations and charities, and shall mean a person for whose benefit the organization is authorized to receive and disburse funds and/or benefits in accordance with such organization's stated purposes.

- B. The foregoing statement of policy does not apply to the minimum fees due Performers under Section 20. Minimum Compensation.
- C. In seeking a waiver under this Section, Producer shall obtain the consent of the Union before seeking the consent of the Principal Performer. Provided that a Principal Performer consents in writing to the waiver of additional compensation beyond the minimum fees due under Section 20. Minimum Compensation, the Union will grant the right to unlimited national use of the message for one (1) year beginning not later than fifteen (15) working days after the first delivery of the public service announcement to television stations or thirteen (13) weeks after commencement of the maximum use period, whichever first occurs.
- D. Provided a waiver for an initial one (1) year period has been obtained pursuant to the foregoing paragraph, and provided the performer's prior written consent has been obtained and filed with the Union, the Union shall grant a waiver for additional one (1) year use periods without additional compensation to the performer. Notwithstanding the foregoing, any individual performer shall have the right to negotiate for compensation for such extended use. *(See attached Sideletter #1 on page 127.)*

19. TEST MARKET AND "NON-AIR" COMMERCIALS

- A. Test Market Commercials

Test Market commercials are commercials which are to be used to test the product in a market. Such commercials shall be subject to all the provisions of this Contract. If such use is intended, the Principal Performer shall be so notified at the time of audition or interview or, if there be none, at the time of hiring. Principal Performer shall receive a contract prior to performance consenting to such use. In the event of failure to conform to the foregoing requirement, Producer shall have no right to exhibit said commercial as a Test Market commercial.

- B. Non-Air Commercials

1. Non-air commercials are commercials not intended for broadcast use, such as non-broadcast audience reaction commercials, copy testing, or client demos. Such commercials shall be so designated at the time of audition or interview or, if there be none, at the time of hiring, and such commercials may be used only for such purposes and not for broadcast.
2. Rates
 - a. Where exclusivity is required of the Principal Performer, the Principal Performer shall be paid a full session fee for each such commercial and such commercial shall be subject to all of the provisions of this Contract, including the provisions of Section 31. Holding Fee – Fixed Cycle.

- b. Where no exclusivity is required of the Principal Performer, the Principal Performer shall be paid for each such commercial as follows:

(1) On-Camera

Principal Performers (Solos & Duos are Principal Performers)	\$401.25
Group Singers or Group Dancers 3 to 5	293.75
Group Speakers 5	293.75
Group Singers/Dancers/Speakers 6 to 8	260.05
Group Singers/Dancers/Speakers 9 or more	215.05

On-Camera performers engaged at the rates provided above who work in excess of eight (8) hours in a day shall nonetheless receive overtime as provided in **Schedule A**, Section 1.B., figured on the basis of a full session fee.

(2) Off-Camera

Principal Performers (except solos, duos & group performers)	\$201.15
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- a. The rates and conditions for solos, duos and group performers shall be the same for recorded radio and television commercials as follows:

(1) Solos and Duos

- (a) 2-hour recording sessions;
- (b) Fee of \$155.45 per person with a maximum of four (4) commercials recorded during that session;
- (c) A fee of \$38.87 for each additional half-hour or additional commercial, whichever is greater;
- (d) Unlimited multiple tracking will be allowed at this rate;
- (e) Each sweetening track shall constitute a separate commercial;
- (f) All multiple tracking and sweetening must be noted on the contract or member report.

(2) Groups of 3 or more

- (a) 2-hour recording session;
- (b) Fee of \$101.65 per person with a maximum of four (4) commercials recorded during that session;
- (c) A fee of \$25.41 for each additional half-hour or additional commercial, whichever is greater;
- (d) Unlimited multiple tracking will be allowed at this rate;
- (e) Each sweetening track shall not constitute a separate commercial. All multiple tracking and sweetening must be noted on the contract (see **Exhibit A-1**) or member report (see **Exhibit E**).

- (3) In the event that the non-air commercial is accepted by the client, an effort will be made to give preference in engaging the singers on the original non-air commercial for the final commercial. Fees paid for these non-air commercials may not be credited against use fees as a broadcast commercial.

3. Such commercials may not be broadcast without the express written consent of such Principal Performer and bargaining for an employment contract which does not allow crediting of the fees for non-air use previously paid.

20. MINIMUM COMPENSATION; FEES PER COMMERCIAL; SESSION FEES

A. On-Camera (All Principal Performers)

1. Producer shall pay Principal Performers the following rates per eight-hour day, which shall also constitute payment for the first commercial made for one (1) designated advertiser:

On-Camera (All Principal Performers)

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$535.00
Group Singers or Group Dancers 3-5	391.65
Group Speakers 5	391.65

Group Singers/Dancers/Speakers 6-8	346.75
Group Singers/Dancers/Speakers 9+	286.75

Such salary shall be deemed the Principal Performer's "session fee" and overtime shall be paid on the basis thereof. Producer shall notify the Principal Performer upon the completion of Principal Performer's services, of the total number of commercials made in which the Principal Performer's services were utilized and in addition to the initial session fee, the Principal Performer shall be paid an applicable additional minimum fee equivalent to a session fee for each commercial in excess of one. All such payments shall be made not later than twelve (12) working days after the services are rendered.

Examples:

- a. A Principal Performer works three (3) days and appears on-camera in two (2) commercials made for a designated advertiser. The Principal Performer is paid session fees of \$1,605.00 for the three (3) days' services which shall also constitute payment for the two (2) commercials.
 - b. A Principal Performer works one (1) day and appears on-camera in three (3) commercials for a designated advertiser. Principal Performer shall be paid \$535.00, which shall constitute initial session fee as well as payment for one (1) commercial, and, in addition, \$1,070.00, which shall constitute payment for the two (2) remaining commercials.
 - c. A Principal Performer works three (3) days and appears on-camera in three (3) commercials for a designated advertiser. On each day Principal Performer renders services in various segments of each of the three (3) commercials. Photography is completed for all three (3) commercials on the third day. Principal Performer shall be paid a session fee of \$1,605.00 (3 x \$535.00) for the three (3) days' services which shall also constitute session fee payments for the three (3) commercials. *[See Agreed Interpretation 2, page 125.]*
2. Rates set forth in Subsection 1. Above and elsewhere in this Contract for on-camera group singers or group dancers shall also apply with respect to groups of five or more on-camera performers who speak, instead of sing, in unison; provided, however, that if a member of such a group speaks alone or in unison with fewer than four (4) other performers, performer shall be paid the Principal Performer's on-camera rate; provided, further, that the provisions of this subsection shall be applicable only to performers who would not otherwise be classified as Principal Performers under Section 6. Persons Covered, but for the fact they speak lines as described above.
 3. The crediting of session fees shall be subject to the provisions of Section 31. Holding Fee-Fixed Cycle.
 4. The determination of whether or not singing constitutes a solo or duo shall depend upon the prominence and significance of the singer's performance. In any event, a group singer called on to sing five (5) consecutive bars or more, solo or in duet, or in combination of both, shall be paid the solo or duo rate.
 5. Any Principal Performer (including those who perform in groups as set forth in subsections A.1. and B.2.) engaged to work in a television commercial shall be paid in accordance with the highest Principal Performer category for which the performance qualifies, notwithstanding the performer's original employment category.

Example: Where a group singer's performance would otherwise qualify the performance as a Principal Performer in a higher payment category, such group singer shall receive compensation, including use fees, based on the higher category.

B. Off-Camera (All Principal Performers)

1. Producer shall employ the Principal Performer on the basis of recording sessions. Each recording session for all off-camera Principal Performers shall be two (2) hours in duration.
2. There shall be no limit on the number of commercials which may be made in a session for one (1) designated advertiser. For each session or part thereof, the Producer shall pay the Principal Performer not less than the rates below specified, herein called "session fee," which shall also constitute payment for the first commercial made for one (1) designated advertiser.

Off-Camera (All Principal Performers)

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$402.25
Group Singers/Speakers 3- 5 voices	226.90
Group Singers/Speakers 6- 8 voices	196.90
Group Singers/Speakers 9+	160.55

3. The determination of whether or not singing constitutes a solo or duo shall depend upon the prominence and significance of the singer's performance. In any event, a group singer called on to sing five (5) consecutive bars or more, solo or in duet, or in combination of both, shall be paid the solo or duo rate.
4. The Producer shall notify the Principal Performer upon the completion of performer's services of the total numbers of commercials made in which performer's services were utilized, and in addition to the session fee the Principal Performer shall be paid an amount not less than the applicable session fee for each such commercial in excess of one (1). All such payments shall be made not later than twelve (12) working days after the services were rendered.
5. Any Principal Performer (including those who perform in groups as set forth in Subsections A.1. and B.2.) engaged to work in a television commercial shall be paid in accordance with the highest performer category for which the performance qualifies, notwithstanding the Principal Performer's original employment category.

Example: Where a group singer's performance would otherwise qualify the performance as a Principal Performer in a higher payment category, such group singer shall receive compensation, including use fees, based on the higher category.
6. Crediting of session fees shall be subject to the provisions of Section 31. Holding Fee – Fixed Cycle.
7. The rates set forth above and elsewhere within this Contract for off-camera group singers shall also apply with respect to groups of off-camera performers who speak, instead of sing, in unison; provided, however, that if a member of a group speaks alone or in unison with one (1) other performer, the performer shall be paid the applicable Principal Performer rate.

C. Pilots

1. Studio rate \$633.60
2. Location rate (including taxiing or flying)..... 824.00

D. Extra Performers

See **Schedule C**, Section 2.

E. Joint Promotions

Where a commercial is a joint promotion by more than one (1) advertiser and features or highlights more than one (1) product or service, the Principal Performer(s) involved in such commercial shall be paid not less than scale plus 50% for session only. The additional 50% may not be credited against use fees or any other fees due under this Contract. Unless Producer pays Principal Performer for additional exclusivity in accordance with the provisions of Section 16.A. Exclusivity, the Producer shall be entitled to Principal Performer's exclusivity for one (1) product or service only.

F. Alternate Scenes or Lines

1. Legal or Continuity Requirements

- a. Notwithstanding anything contained in this Section 20 to the contrary, alternate scenes photographed or lines recorded for legal or continuity clearance reasons for a specific single commercial during a session, whether or not prescribed, shall not be considered new or additional commercials for purposes of session fee payments subject to the conditions set forth in paragraph 3 below.
- b. When the alternate scenes or lines are incorporated into a commercial which constitutes a new or additional commercial under the provisions of Section 26. Editing of Commercials:
 - (1) If such commercial is telecast within twenty-six (26) weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equal to a

session fee, which may be credited against use, shall be paid to each Principal Performer in that commercial;

- (2) If such commercial is telecast more than twenty-six (26) weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equal to two (2) session fees, one of which may be credited against use, shall be paid to each Principal Performer in that commercial.

- c. When the alternate scenes or lines are incorporated into a commercial which does not constitute a new or additional commercial under the provisions of Section 26. Editing of Commercials:

- (1) If such commercial is telecast within twenty-six (26) weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equal to a session fee, which may not be credited against use, shall be paid to each Principal Performer directly involved in making the alternate scenes or lines so used;
- (2) If such commercial is telecast more than twenty-six (26) weeks after the session date of the basic commercial for which the alternate scenes or lines were produced, then an amount equal to two (2) session fees, neither of which may be credited against use, shall be paid to each Principal Performer directly involved in making the alternate scenes or lines so used.

2. Other Permitted Changes

- a. Producer shall pay each Principal Performer a single additional session fee if Producer requires the Principal Performer to perform on or off-camera in alternate scenes or lines, whether or not pre-scripted, and which are photographed or recorded for other than legal or continuity clearance reasons or because of directorial changes as set forth in Agreed Interpretations. All performers in the original scene must remain in the same performer category in the alternate scenes (for example, the performer cannot be downgraded or outgraded during the filming or recording process). Such changes are subject to the conditions set forth in Paragraph 3 below.
- b. If Producer incorporates any such alternate scenes or lines into subsequent broadcast versions of the original commercial, Producer shall pay full residuals to all performers for the use of the original commercial and of all other new or additional commercials created by such changes. The definition of a new or additional commercial remains subject to the editing provisions of Section 26.
- c. No part of the additional session fee paid pursuant to this subsection may be credited against any use fees which may become due.
- d. Such alternate scenes or lines may not be used to create a shorter or longer version, except as otherwise permitted by Section 26.

Examples:

- (1) A commercial for Sam's Place Casino in Nevada includes one scene in which a performer is standing next to a slot machine, saying, "I feel lucky today!"
 - (a) Permitted change under this provision: the performer is filmed, standing next to the slot machine, saying, "I'm gonna win!"
 - (b) Not a permitted change under this provision: the performer is filmed standing at the bar, saying, "I'm gonna win!"
- (2) A commercial for a shoe store depicts a scene in which a performer is modeling red sneakers and posing like a tennis player.
 - (a) Permitted change under this provision: the performer films an alternate scene in which the performer is wearing the same sneakers in blue and swinging at the camera.
 - (b) Not a permitted change under this provision: the performer is filmed wearing completely different sneakers and swinging a baseball bat.

3. Conditions Applicable to Changes Made Pursuant to Paragraphs 1 and 2 above.

- a. Such changes are variations in dialogue or action within the basic theme, creative concept and background as indicated by the specific script or storyboard.
- b. Such changes are within the Principal Performer's role in the commercial.
- c. The definition of a new or additional commercial remains subject to the editing provisions of Section 26. Editing of Commercials, for the purpose of computing use payments for commercials in which such alternate scenes and lines were used; and

- d. The maximum period of use of any commercial into which alternate scenes or lines are incorporated shall be limited to the same period during which the basic commercial may be used as provided in Section 30. Maximum Period of Use.
- G. Directorial Changes [See *Agreed Interpretation 12, page 126.*]
- H. Sound Effects Artists
When the services of a Sound Effects Artist other than a staff sound effects technician are used in a commercial recorded pursuant to the provisions of this Contract, the following shall apply: Session fee includes two (2) consecutive hours of rehearsal and recording and any and all uses within each 13-week period of use per commercial. Session fee shall be \$274.95. Extra rehearsal at \$44.30 per half-hour.

21. DOUBLING – DUBBING

A. Doubling

1. When a Principal Performer doubles, in or out of category, the Principal Performer shall be paid not less than the applicable session fee plus use fees for each additional voice or part, except when a Principal Performer does such doubling as part of the Principal Performer's role or as part of an act. [See *Agreed Interpretation 5, page 125.*]
2. With respect to any given commercial, any singer who performs as a member of a group of three (3) or more singers on one (1) track of a multitrack recording and as a solo or duo on a separate track shall be paid the full applicable fee for each such track.
Examples:
 - a. A group of five (5) singers sing on track #1 of a multitrack recording. Two (2) of the singers also sing as a duo on another track of the multitrack recording. The singers who sing on both tracks receive one (1) fee as a group five singer and an additional fee as a duo singer. The other three (3) singers receive the group rate for five singers.
 - b. A group of four (4) singers sing on track #1 and during the musical selection two (2) singers step out and sing as a duo still on track #1. The singers who step out are paid as a duo and the remaining two (2) singers are paid the 3-5 group rate.
3. In the case of a commercial jingle only, when a singer in the jingle speaks, instead of sings, a very few words in connection with the jingle itself, the singer shall be paid the highest applicable fee for such performance. The Union, upon request, shall be furnished copies of all continuity containing this type of performance to determine whether or not the full additional applicable fee should be paid to the singer. Participation in group noises shall not be considered a double and is permissible without additional compensation.

2. Dubbing.

1. Producer agrees that it will not "dub" the voice of an on-camera Principal Performer without the Principal Performer's written consent, except that Producer shall have the right to dub under the following circumstances:
 - a. When necessary to expeditiously meet the requirements of foreign exhibition or domestic exhibition in a foreign language; or
 - b. When the Principal Performer is not available; or
 - c. When the Principal Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the Principal Performers; or
 - d. When the Principal Performer is physically unable to speak.
2. Principal Performer agrees that under any of the conditions set forth above, Producer shall have the right to dub the voice of the Principal Performer and all instrumental, musical and other sound effects to be produced by the Principal Performer to such extent as may be required by Producer.

22. SINGERS

A. Multiple Tracking and Sweetening

1. Definitions

- a. Multiple Tracking: Re-recording over the original track or adding additional track, electronically or mechanically, containing the same material as recorded on the original track.
- b. Sweetening: The addition of a new or variant track over the original track.

2. Rates

- | | | <u>Multiple Tracking</u> | <u>Sweetening</u> |
|---|--|--|-------------------|
| a. Solo & Duo: | An additional 50% of the original fee for unlimited multiple tracking | An additional 100% of the original fee for each additional track | |
| b. Groups of 3 or more: | An additional 50% of the original fee covers multiple tracking or sweetening or both, without limit as to the number of tracks per commercial. | | |
| c. Upgrading and use fees shall also be increased by the applicable percentage set forth above for each additional track. For purposes of this Paragraph 2., the "original fee" shall exclude the contractor's fee. | | | |

3. Singer's Member Report

The AFTRA Member Report (**Exhibit E**) shall contain information as to whether multi-tracking or sweetening (either live or mechanical) did or did not occur. If such information is not provided, the appropriate multi-tracking or sweetening fee will be automatically due and payable.

B. Singers' Services to be Certified

With respect to each singer track utilized in a commercial, Producer shall require the music supplier to provide a certification for the benefit of the AFTRA Health and Retirement Funds that the singers listed as having rendered services on the track did, in fact, perform services and that such services are included in the final track furnished to Producer. Producer shall also require the music supplier to acknowledge that the inclusion on a final singer list of the name of any person who did not actually perform *bona fide* services covered by this Contract constitutes a fraudulent act for which the music supplier shall be held responsible for all damages suffered by the Funds. To implement the foregoing, the AFTRA Member Report Form (Exhibit E) shall contain the following at the bottom of each form:

"The undersigned certifies that the foregoing information is true. _____
Employer or Representative of Employer."

23. CONTRACTORS

A. Group Singers

1. A contractor shall be employed when singers in a group of three (3) or more are to be employed. The contractor shall be a member of such group, except in those cases where the sex of the group precludes the utilization of the contractor's singing services.
2. Fees for contractors are as follows:
 - a. When 3 to 8 singers are employed \$ 85.75
 - b. When 9 or more singers are employed 169.15
3. Such fees shall be added to session fees but shall not be credited against use fees nor shall use fees be payable on such fees. No fees shall be payable to a contractor in the case of a previously recorded track used in subsequent commercials.

B. Group Dancers

When any member of a dancing group of three (3) or more is requested to give any additional services, such as contacting dancers, arranging choreography for the same commercial, arranging rehearsals or any other similar or supervisory duties, such person shall be paid at least an additional full applicable session fee.

- C. Fees for singer and dancer contractors shall be added to session fees but shall not be credited against use fees nor shall use fees be payable on such fees.

24. UNION STANDARDS

A. Principal Performers.

1. A Producer will not engage in the production of a commercial or any part thereof (including footage or sound track) as to which one or more performers is employed by a person not signatory to this Contract or a Letter of Adherence hereto (a "nonsignatory") or acquire a commercial or any such part thereof as to which one or more performers was employed by a nonsignatory, unless, in each case, the Producer determines, after reasonable investigation, that such performers have been and will be either (1) afforded the wages, hours, working conditions and other economic benefits provided in this Contract or (2) afforded wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to such nonsignatory.
2. In the event the commercial is a non-air commercial, the Producer shall, upon written request from the Union report to the Union the name of such nonsignatory, the number of commercials, copy tests and client demos to be recorded and other pertinent data to enable the Union to administer this Contract.
3. If Producer obtains an agreement substantially in the form below from such nonsignatory, Producer shall be deemed to have observed the provisions of Subsection A. of this Section 24.

"It is hereby agreed by _____ (name of nonsignatory employer) that all performers as defined in the **2003 AFTRA Television Recorded Commercials Contract** shall be afforded either (1) the wages, hours, working conditions and other economic benefits provided in said Contract, or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to _____ (name of nonsignatory employer)."

4. In addition to any other remedies at law or under this Contract, the Union reserves the right to terminate the Letter of Adherence of any Producer who fails to observe the provisions of Subsection A. of this Section 24., unless such failure is isolated or inadvertent.
5. The parties to this Contract acknowledge and agree that the purpose and intent of this Section 24. Is to ensure that no Producer will be economically motivated to have a commercial or any such part thereof produced by, or to acquire a commercial or any such part thereof from, a nonsignatory which incurs economic costs with respect to the employment of performers on such commercial or part thereof which are not substantially equivalent to the economic costs which would have been incurred by the Producer had it employed such performers. This Section 24. Shall be construed and enforced in accordance with such purpose and intent.

B. Extra Performers

The provisions of subsection A shall apply with respect to Extra Performers engaged in accordance with the terms of **Schedule C**.

25. INTEGRATING OF COMMERCIALS INTO DIFFERENT COMMERCIALS

A. Principal Performers

Subject to the provisions of Section 26. Editing of Commercials, whenever photography or sound track made for a commercial is integrated into another commercial, any Principal Performer involved in that portion of the original commercial integrated shall be entitled to receive applicable use payments for the use of such resulting commercial if the Principal Performer's face appears in the resulting commercial as exhibited, as well as for the original commercial if used. Such commercials shall also be subject to the holding fee provisions of Section 31. Holding Fee – Fixed Cycle. *[See Agreed Interpretation 3, page 125.]*

If, however, the portion of the original commercial integrated into the new commercial contains the on-camera performance of a Principal Performer hired for the original commercial, but that performance can be downgraded in accordance with Section 27., then that performer shall be entitled to receive an amount equal to two (2) session fees. Thereafter no payment is due such performer for any subsequent use of that footage.

B. Extra Performers

See **Schedule C**, Section 20.

26. EDITING OF COMMERCIALS

The following alterations only may be made in a commercial without changing it into a new or additional commercial, provided the Principal Performer shall be paid the applicable use payments as long as such commercial is used:

A. Shorter/Longer Versions

1. Producer may edit a commercial to make a single additional version of the same commercial, either shorter or longer, and may record a sound track to fit such additional version, provided that the sound track for such version must be the same except for such changes as are required for timing and synchronization.
2. Principal Performers shall be paid an additional session fee for recording such an additional sound track, which fee may not be credited against use fees.
3. The provisions of this Subsection A. permit mechanical editing of on-camera material only. In the event a Principal Performer is required to perform on-camera in shorter or longer versions of the original commercial, such versions shall be deemed to be additional commercials which shall require payment of an additional session fee and applicable use fees for each such additional commercial for each such Principal Performer. Other Principal Performers appearing in such additional commercials shall be paid applicable use fees for each such additional commercial. *[See Agreed Interpretation 10, page 125.]*
4. If different versions of a commercial are photographed or are recorded off-camera, they shall not be deemed edited versions and shall in all cases be deemed separate commercials. The only exception to the foregoing shall be the sound track made to fit the timing and synchronization of a single mechanically edited commercial.

B. Dealer Identification

Separate and different dealer identification for the same product or service may be included in the beginning and/or end and/or in the body of a commercial for the same advertiser. For example, a commercial advertising a specific perfume may be changed to designate the different dealers in different localities where such perfume may be purchased.

C. Introduction and Ending Changes; Package Changes

The introduction and/or ending of a commercial made for a designated advertiser may be changed, without changing the body (either the on-camera or the off-camera portion) as long as the products advertised are of the same type and class and are advertised under the same brand name. Without in any way changing the meaning of this Subsection C., the following interpretations are agreed upon for illustrative purposes only:

1. The term "ending" means "tag" as that term is customarily used in the Industry, i.e., a short appendage to the body of a commercial. The term "introduction" shall mean the equivalent of a "tag" in the opening of a commercial.
2. Under "same type and class" of products, toothpaste and toothpowder would be considered as belonging to the same type and class; toothpaste and hair tonic would not. Canned corn and canned peas would be considered as belonging to the same type and class; canned peas and canned chicken would not.
3. Under "same brand name," different packaging of the same product would be considered as proper.
4. Notwithstanding any other provision of this Section 26., changes may be made in the introduction, body or ending of a commercial made for a designated advertiser only to reflect a different package of the same product sold under the same brand name, but different versions so created may not be used in the same market area. Separate session fees shall be payable to on- and off-camera Principal Performers employed to render services making such package changes; but for the purpose of use fees such commercial, including the package change, shall be considered as one (1) commercial. It is the intention of this paragraph to permit changes to reflect the change in packaging only and not to permit any other change in the commercial message.

D. Legal Changes

The on- and off-camera message(s) of a commercial made for a designated advertiser may be changed to comply with legal requirements.

E. Payment for Dealer Identifications, Tags and Legal Changes

When a Principal Performer is called for the sole purpose of making dealer identifications or tags under Subsections B. or C. hereof, or changes under Subsection D. hereof, the Principal Performer shall be paid a session fee, and the following rates for each Dealer Identification, Tag and Legal Change made beyond one:

<u>Number of Tags</u>	<u>On-Camera</u>	<u>Off Camera</u>
2-25	\$157.90	\$119.65
26-20	88.10	66.40
51+	48.25	36.20

Use fees shall, however, be payable on the basis of one (1) commercial. *[See Agreed Interpretation 14, page 126.]*

F. Off-Camera Message

The off-camera message of a commercial made for a designated advertiser may be changed, and the commercial as so revised may be substituted for the original commercial during a particular cycle provided the original commercial is withdrawn from further use during such cycle.

G. Rearrangement of On-Camera Material

The on-camera portion of a commercial made for a designated advertiser may be re-edited or rearranged as long as no substantial change is made in the material, provided that the commercial in its original form is thereupon withdrawn. This provision shall not be construed so as to permit the introduction of any new material into the commercial provided, however, that a different package shot or a different product shot of the same product shall not be considered new material. In the event new material is used the commercial created shall be deemed a new commercial.

H. Recalls/Retakes

Prior to first telecasting of commercials made for a particular advertiser, Principal Performer may be recalled for one (1) session fee to make reasonable changes and corrections in existing sound track or to make changes or corrections in photography in the nature of retakes. Subsequent calls for such purpose will require separate applicable payment for each commercial in connection with which such services are rendered. In no event may any fees payable under these provisions be credited against any other compensation due Principal Performer.

I. Factual Information

Commercials advertising products and/or services that require different and specific factual information with respect to destinations, local points and times of departure, frequency of service, telephone numbers, rates, pricing, geographic availability and dates (but only when a date is with reference to any of the items of factual information permitted above), may be changed to reflect this information without such changed commercials being deemed new commercials for use purposes. Such changes may be effected by inserting new on-camera and/or off-camera elements which set forth only such different facts. Such new elements shall be in the nature of "tags" as that term is commonly used in the Industry, except that in these cases they may be inserted in the body of the commercial; provided, however, that the commercial shall in all other respects remain the same. Principal Performers employed to make such changes shall be paid separately the applicable on- or off-camera session fee for each version made.

For changes involving different toll-free telephone numbers (e.g., 1-800 numbers) performers making such changes shall be paid separately the applicable on- or off-camera rates as provided in Section 26.E.

J. Product/Service Name Changes – Same Advertiser

1. Same Product/Service – Company Name/Trade Name Remains Constant.

Variations of a commercial advertising the same product or service of a single advertiser, which always use the company name or company trade name as part of the product or service name, may be treated as a single commercial for use payment purposes where:

- a. The variations are identical except that part of the product or service name other than the company or company trade name is different;
- b. A sufficient portion of the product or service name is retained to clearly identify the product or service as being the same; and
- c. The different variations are not telecast in the same area.

Example: A commercial for the Alex Company for the same sandwich spread sold as Alex's Red Ribbon

Spread in one area and Alex's Gold Ribbon Spread in another area, and which otherwise meets all the above requirements, qualifies under this Paragraph 1.

2. Same Product – Different Brand Names

Variations of a commercial advertising the same product of a single national advertiser may be treated as a single commercial for use payment purposes where:

- a. The variations are identical except that the product name is different to reflect the different name by which the product is known and marketed in a different geographic area;
- b. The product is marketed by a single national advertiser; and
- c. The different variations are not telecast in the same area.

This Paragraph 2. shall not be applicable to generic products.

Example: A commercial for CPC International for the same mayonnaise sold as Hellmann's Mayonnaise in one area and Best Foods Mayonnaise in another area, and which otherwise meets all the above requirements, qualifies under this Paragraph 2.

2. Any Principal Performer in a commercial which qualifies under Paragraph 1. or 2. above, shall be paid a separate session fee for each such additional variation whether or not the Principal Performer was required to render actual services for such additional variations.
3. For the use of all such variations in any one (1) cycle, each such Principal Performer shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are telecast during the same cycle.

K. Special Offers and Promotions.

1. A commercial for the same product or service of an advertiser may be changed to reflect different special offers and promotions, sales or give-aways, sweepstakes or sales events, whether offered or conducted by the advertiser or any designated outlet(s). Such changes may include a reference to a feature of the designated outlet, if any, but may not involve a mention of any other branded product or service. Separate session fees shall be payable to on- and off-camera performers employed to render services in making each such change, but any different versions so created may be considered one (1) commercial for the purpose of use fees. This subsection shall not be available to advertisers whose outlets exclusively sell products or provide services of the advertiser.

Examples:

- a. A commercial for a department store may be changed to promote different sales events – e.g., Father's Day Sale, Back to School Sale – provided, however, that no specific products or departments are introduced into the change.
- b. A commercial for a hair conditioner may be changed to identify stores that sell the product and may highlight a particular feature of any of those stores, e.g.:

Come into Emory's where you'll find the best in beauty care products.

and/or

Come into Rose & Andy's Market where you can use your RA discount card 24 hours a day.

and/or

Come into Mackieland where the first 100 customers get a free mug on Saturdays.

2. The same types of changes may be made involving mentions of different items customarily sold by the regional or national advertiser, provided that no more than one (1) version made under this Section 26.K.2. may be aired in the same market. Separate session fees shall be payable to on- and off-camera performers employed to render services in making each such change, but the different versions so created may be considered one (1) commercial for the purpose of use fees. Any Principal Performer appearing in such commercial who is not required to render actual services for such additional variations shall be paid a session fee for the first variation and fifty percent (50%) of a session fee for each subsequent variation. For the use of all such variations in any one (1) cycle, each such Principal Performer shall receive payment equal to the amount due for the aggregate number of units or cities in which all variations are telecast during the same cycle.

Examples:

- a. A Labor Day promotion for an automobile manufacturer may be changed to feature a different vehicle model in a different geographical area of the country, *i.e.*, a convertible in southern states *versus* a minivan in the northeast.
 - b. A commercial for a chain of hardware stores featuring a sale on Brand X swimming pool purifiers in Florida may be changed to promote Brand Y lawn fertilizer in the Midwest.
 - c. A commercial for a fast food chain may be changed to feature a fish sandwich with fries in the northeast, a chicken burrito with soft drink in the southwest, and a hamburger with fries and a soft drink in the Midwest.
2. With respect to both subsections 1. and 2. above, the following shall apply:
 - a. Only one (1) reference to any special offer or promotion may be made in the commercial, although such reference may appear anywhere in the commercial.
 - b. The reference to the special offer or promotion must be in the nature of a "tag" as that term is commonly used in the Industry.
 - c. The commercial must be produced by, and the media bought by, the advertiser.

27. DOWNGRADING AND OUTGRADING

A. Downgrading

1. If Producer engages a performer as a Principal Performer for a commercial, the Principal Performer shall be entitled to use fees for the use of the commercial and may not be downgraded as long as the performer's face appears in the commercial as exhibited.
2. If a performer is engaged as a Principal Performer but the performer's face does not remain in the commercial as exhibited, the Principal Performer shall be notified of such downgrading within sixty (60) days after the completion of the performer's employment, but in no event later than fifteen (15) working days after the first use of the commercial, and concurrently therewith shall be paid an additional session fee. If such notice is timely given and payment is made to the Principal Performer as above provided, the downgrading shall be deemed effective retroactively to the date of such first use of the commercial, and no use fees shall become payable for the use of the commercial. If such written notice is not given or payments made within the period above provided, the Principal Performer shall be paid as a Principal Performer for all uses of the commercial which occur prior to the giving of a written notice of such downgrading, but in no event shall such payment be less than the session fee. *[See Agreed Interpretation 11, page 126.]*

B. Outgrading

1. If photography or sound track of a Principal Performer is not used in a commercial or is subsequently edited out of a commercial, the Principal Performer shall be notified of such fact, in writing. Such elimination of the Principal Performer's services shall not be effective retroactively, and the performer shall be paid all holding fees and use fees for the use of such commercial up to the date the Principal Performer receives such notice. However, if the Principal Performer is notified within a period of sixty (60) days after the completion of the performer's employment but in no event later than fifteen (15) working days after the first use of the commercial that the performer's photography or sound track, as the case may be, is not being utilized in the commercial and such is the fact, Producer shall not be obligated further to the Principal Performer with respect to the use of said commercial.
2. If an off-camera Principal Performer is replaced in a commercial, the Principal Performer shall be notified within two (2) working days after the replacement is made. If timely notice is not given, the Principal Performer shall be paid all holding fees and use fees until notice is given.

28. LIMITATION OF USE IN COMMERCIALS OF MATERIAL PRODUCED UNDER OTHER AFTRA OR SCREEN ACTORS GUILD CONTRACTS

- A. Producer agrees that no part of the photography or sound track of a Principal Performer (including singers unless they are in an unidentifiable group) from a TV Program, Radio Transcription, Phonograph Recording, or other video or audio recording, or any other production made under the jurisdiction of an AFTRA Contract or Code, and that no part of the photography or sound track of a Principal Performer from a theatrical, television or industrial motion picture, or any other production made under the jurisdiction of Screen Actors Guild shall be used in commercials without separately bargaining with the Principal Performer and reaching an agreement regarding such use prior to any utilization of such photography or sound track under this

Contract. The foregoing shall apply to photography only if the Principal Performer is recognizable and as to stunts only if the stunt is identifiable. The minimum compensation to which the Principal Performer may agree in such bargaining shall be the applicable session fee and applicable use fees provided by this Contract. Group singers in an unidentifiable group shall be paid applicable use fees as provided in this Contract.

- B. If Producer fails to separately negotiate as provided above, the Principal Performer shall be entitled to damages for such unauthorized use equivalent to three (3) times the amount originally paid the Principal Performer for the number of days of work covered by the material used plus the applicable minimum use fees under this Contract, but not less than three (3) times the applicable session fee at the rates provided under this Contract. However, the Principal Performer may, in lieu of accepting such damages, elect to bring an individual legal action in a court of appropriate jurisdiction to enjoin such use and recover such damages as the court may fix in such action. *[Extras receive minimum fees set forth in **Schedule C.**]*

29. RESERVATION OF RIGHTS

The Union reserves the right to establish upon ten (10) days' notice to the Producer, and the contracting Producer agrees to accept, rates for commercials to be made and used in one (1) designated city, the minimum fees for which shall in no event exceed the rates provided herein.

III. USE OF COMMERCIALS

30. MAXIMUM PERIOD OF USE OF COMMERCIALS

- A. Except as provided below for animated cartoon commercials, and except as provided in Subsection B. hereof, the maximum period during which a commercial may be used shall be not more than twenty-one (21) months after the date of commencement of the first fixed cycle as defined in Section 31. Holding Fee – Fixed Cycle. The maximum period during which an animated cartoon commercial may be used shall be no more than twenty-one (21) months commencing with the date of the first fixed cycle unless the off-camera recording is produced before completion of the animation, in which event the maximum use period for such animated cartoon commercial shall be twenty-four (24) months commencing with the date of the first fixed cycle for the off-camera Principal Performers.
- B. Where new commercials are created by integration pursuant to the provisions of Section 25. Integrating of Commercials Into Different Commercials, the maximum period of use shall be limited to the same period of time as the original commercial or commercials, unless the Principal Performer's consent is secured for a full period of use.
- C. The changing of a commercial under any of the provisions of Section 26. Editing of Commercials shall in no way extend the maximum period of use applicable to any Principal Performer in the original version of the commercial.
- D. The period of time during which a commercial may be used, specified in Subsection A. hereof, shall be deemed to be automatically renewed for an equivalent period of time unless any Principal Performer employed in such commercial shall, not more than one-hundred-twenty (120) days and, not less than sixty (60) days prior to the expiration of such period of time, give written notice by mail to the Broadcast Business Affairs Department of the advertising agency named in the performer's employment contract or in the Production Report filed by the Producer with the Union at the address shown in such contract or report, of such Principal Performer's election not to grant such right of renewed use. If no advertising agency is named, the notice may be given to the advertiser named in the employment contract or in the Production Report. Similar renewals for successive equivalent periods of time shall be deemed to be automatically granted, unless any Principal Performer shall, not more than one-hundred-twenty (120) days and, not less than sixty (60) days prior to the expiration of any renewal period of use, give written notice of election not to grant such right of renewal as hereinbefore provided. No person shall have the right to use any commercial after the expiration of the original or any renewal period if any Principal Performer employed therein shall have given notice of such Principal Performer's election not to grant such right of renewed use as hereinbefore provided.
- E. No commercial shall be automatically renewed for an additional period of use if any default or delinquency

exists in the payment of use fees. When the right to use a commercial made under a prior contract has terminated or when a commercial made under such prior contract has been withdrawn and the Principal Performer has been released, such commercial may be reinstated with the express written consent of the Principal Performer and the execution of a new individual Principal Performer's agreement subject to the terms and conditions of the Commercials Contract in effect at the time of the reinstatement and new individual agreement. If renewal of use is mutually agreed upon prior to actual date of termination, such renewal agreement shall be made on terms not less favorable than those provided by the Commercials Contract in effect at the time the commercial was made.

- F. The date of expiration of the maximum period of use of a commercial shall be included on each payment voucher with respect to such commercial.

31. HOLDING FEE – FIXED CYCLE

- A. For the purpose of applying the provisions of this Section pertaining to the holding fee, each period of thirteen (13) consecutive weeks beginning with the first day of employment of any on-camera Principal Performer in a commercial is herein referred to as the "fixed cycle". *[See Agreed Interpretation 16, page 126.]*
 - 1. The first fixed cycle for all on-camera Principal Performers in a commercial shall commence on the earliest day on which services, including rehearsal, are performed in the commercial by any on-camera Principal Performers. Services such as auditions, fittings and tests shall not be deemed services for purposes of this Section. *[See Example 3, Subsection H.]*
 - 2. The first fixed cycle for all off-camera Principal Performers in a commercial who perform services therein not later than forty-five (45) days after the date on which the first fixed cycle commences for the on-camera Principal Performers shall be the same as that for the on-camera Principal Performers. This in effect shortens the first cycle for the off-camera Principal Performer and in all cases the session fee may be credited towards use which commences during such first fixed cycle. The holding fee for the second fixed cycle shall be paid to both on- and off-camera Principal Performers whether or not use has commenced in the first fixed cycle. *[See Example 3, Subsection H.]*
 - 3. The first fixed cycle for all off-camera Principal Performers who perform services in a commercial more than forty-five (45) days but not more than ninety-one (91) days after that date on which the first fixed cycle commences for the on-camera Principal Performers shall start with the commencement date of the second fixed cycle for the on-camera Principal Performers. This in effect lengthens the first fixed cycle for the off-camera Principal Performer and if use commences prior to the commencement of the second fixed cycle for the on-camera Principal Performers, then the off-camera Principal Performer's session fee may be credited towards use. In such case the holding fees for the second fixed cycle shall be paid to both on- and off-camera Principal Performers. However, if use does not occur prior to the commencement of the above-mentioned second fixed cycle, the off-camera Principal Performer's session fee may be credited towards the holding fee mentioned above. *[See Example 4a, Subsection H.]*
 - 4. In the event that an off-camera performer renders services in a commercial more than ninety-one (91) days after the date on which the first fixed cycle commenced for the on-camera Principal Performers such Principal Performer's first fixed cycle shall commence on the date on which the performer first rendered services in the commercial or the performer's fixed cycle may be brought in phase with the on-camera Principal Performers' fixed cycles provided such adjustment is not less favorable to the off-camera performer and further provided that the maximum use period of such off-camera Principal Performer shall not be extended by reason of such adjustment.
 - 5. The first fixed cycle for all off-camera Principal Performers who perform services in a commercial not more than forty-five (45) days prior to the date on which the first fixed cycle commences for the on-camera Principal Performers shall be the same as that for the on-camera Principal Performers in the commercial. This in effect lengthens the first fixed cycle for the off-camera Principal Performers and the session fee may be credited towards use which commences during such extended first fixed cycle. *[See Example 5, Subsection H.]*
 - 6. The first fixed cycle for an off-camera Principal Performer who performs services in a commercial more than forty-five (45) days but not more than ninety-one (91) days prior to the date on which the first fixed

cycle commences for the on-camera Principal Performer in the commercial shall commence on the date of performance of services by such off-camera Principal Performer and the performer's second fixed cycle shall commence on the date on which the first fixed cycle commences for the on-camera Principal Performer in such commercial. This in effect shortens the first fixed cycle for the off-camera Principal Performer and in no case may the session fee be credited towards use. *[See Example 6, Subsection H.]*

7. The first fixed cycle for off-camera Principal Performers who perform voices for animated cartoon commercials or in any other commercials not using on-camera Principal Performers shall commence on the date of the first recording session.
8. The first fixed cycle for all on-camera Principal Performers and off-camera Principal Performers whose services are incorporated into new commercials pursuant to Section 25. Integrating of Commercials Into Different Commercials, shall commence on the first use date of such new commercials or on the date a new contract is signed by the first Principal Performer, whichever shall first occur.
9. All Principal Performers shall be given notice of the date of commencement of their applicable first fixed cycle.

B. Holding Fee: Defined; When Credited

1. Upon the commencement of the first fixed cycle and upon the commencement of each consecutive fixed cycle thereafter throughout the maximum permissible period of use or any extension thereof, a Principal Performer shall be paid a separate fee, herein called the holding fee, in an amount equal to a session fee, and payment of such holding fee to each Principal Performer whose services are utilized in the commercial shall be a condition to Producer's right to continue the use of such commercial.
2. Separate and individual holding fees shall be paid for each commercial made. *[See Example 1, Subsection H.]*
3. The holding fee may be credited against the use fees incurred in a 13-week use cycle which commences during the fixed cycle for which the holding fee is paid. *[See Example 7, Subsection H.]*
4. Similarly, the holding fee may be credited against the use fees incurred for a six-month dealer use cycle which commences during the fixed cycle for which the holding fee is paid. As provided in Section 31.D.4. Exemptions for Holding Fee, no holding fee is due for the first fixed cycle which commences after the start of the dealer use cycle. However, a holding fee is due for the second fixed cycle which commences after the start of the dealer use cycle and that holding fee may be credited against use fees incurred for a use cycle which commences during the fixed cycle. *[See Example 9, Subsection H.]*
5. In no case may more than one (1) holding fee be credited against use fees incurred in a single cycle of use. *[See Example 9, Subsection H.]*

C. Session Fee as First Holding Fee

The session fee shall be deemed the holding fee payable for the first fixed cycle. Such holding fee may be credited against use fees incurred in the first cycle of use, provided that the first cycle of use of the commercial commences not later than thirteen (13) weeks after the date of commencement of the Principal Performer's first fixed cycle. Only one (1) on- or off-camera session fee may be so utilized as a holding fee to be credited against use per commercial.

D. Exemptions from Holding Fee

The holding fee provisions hereof shall not be applicable to the following:

1. Off-Camera solo or duo singers or group performers where no exclusivity is obtained;
2. Non-identifiable voices (disguised voices, dialect, cartoon voices or voices used for lip sync) or vocally produced sound effects;
3. Non-identifiable pilots;
4. The fixed cycle which occurs after the commencement of a six-month dealer use cycle;
5. Seasonal commercials, except as provided in Section 40. Seasonal Commercials;
6. "Non-air" commercials where no exclusivity is obtained from the Principal Performer;
7. Announcers in commercial billboards whenever Producer cannot choose an announcer but is required to use the announcer assigned to the program;

8. Commercials which are made and used only for foreign use;
9. Commercials which have been withdrawn from use in the U.S., its commonwealths, territories, possessions, Canada and Mexico, but which are still being used in foreign areas, provided no exclusivity is required of the Principal Performer anywhere in the world;
10. Principal Performers who have been advised within fifteen (15) business days after the commencement of a fixed cycle that their services in a given commercial(s) have been withdrawn from further use;
11. Commercials that are produced for cable transmission only.

E. Payment of Holding Fee as Condition of Use

If Producer fails to pay the holding fee on or before the date on which it is due and payable as set forth in Section 43.B. Payment – Holding Fee, all further right of Producer to use the commercial shall cease and terminate, and the Principal Performer shall thereupon be automatically released from all contractual obligations with respect to the commercial. Inadvertent oversight shall not excuse failure to make timely payments or eliminate the damages provided therefor. If, during the maximum period of use of a commercial, Producer desires to reinstate a commercial after the termination of the right to use the commercial, as above provided, Producer may do so with the written consent of the Principal Performer in an agreement which may or may not be in the form of the Standard Employment Contract and the payment of not less than two (2) holding fees, one (1) of which may not be credited against use. Any such reinstatement shall be at rates no lower than the minimum contract rates then in effect.

- F. Producer has the right within the maximum period of use to use a commercial through the end of a use cycle without having to pay a holding fee for the subsequent fixed cycle provided that the commercial is withdrawn from use at the end of such use cycle.

G. Consecutive Fixed Cycles; Non-Consecutive Use Cycles

Although fixed cycles, as defined in A above, are in all cases consecutive cycles and all requirements of this Section 31. regarding the payment of holding fees relate to such consecutive fixed cycles, the cycles of actual use of commercials and the cycles for which use payments must be made need not be consecutive.

H. Examples

1. Principal Performer works in three (3) commercials advertising the same product or different products. The session fee paid for each commercial produced shall constitute the initial holding fee for the first fixed cycle of each individual commercial. A separate holding fee shall be paid for each subsequent fixed cycle per individual commercial. *[See Section 31. B. and C.]*
2. Principal Performer works two (2) days in one (1) commercial. Only one (1) of the two (2) session fees Principal Performer receives may be credited as the holding fee for the first fixed cycle. Subsequent fixed cycles require additional holding fees paid to Principal Performer. *[See Section 31. B.]*
3. Principal Performer A commences work on-camera in a commercial on January 5, and is paid a \$535.00 session fee. Principal Performer B commences work on-camera in the same commercial on January 8, and is paid a \$535.00 session fee. Principal Performer C commences work off-camera on February 15, and is paid a \$402.25 session fee. The first fixed cycle commences January 5 for all three (3) Principal Performers since this date was the earliest on which services were rendered by any on-camera Principal Performer in the commercial.

The commercial is first used on the air April 1 as a Class B Program (not including use in New York) commercial. The session fee is the holding fee for the first fixed cycle and, since the Class B Program cycle commenced within the period of the first fixed cycle (January 5-April 4) the session fee may be credited toward the use fees of \$825.60 for each on-camera Principal Performer and \$573.40 for the off-camera Principal Performer. Principal Performers A and B each receive \$290.60 additional and Principal Performer C receives \$171.15 additional for the use cycle. *[See Section 31.A. 2.]*

4.
 - a. Same facts as Example 3 except that Principal Performer C, the off-camera Principal Performer, commences work on February 23. Since this date is forty-nine (49) days after the first date on which an on-camera Principal Performer commenced work (January 5), the first fixed cycle for Principal Performer C is the period April 5-July 4, which is the second fixed cycle for Principal Performers A and B. However, since Class B Program use commenced April 1, Principal Performer C's session fee may be credited against such use. Principal Performers A, B and C will be paid the

applicable holding fee due April 5, the commencement of the second fixed cycle. There may be no crediting of Principal Performer C's session fee against Performer C's holding fee for Performer C's first fixed cycle inasmuch as the credit was taken against the Class B Program use which commenced April 1. *[See Section 31.A.3.]*

- b. Same facts as Example 4.a. except that Class B Program use commences on April 10. In this case Principal Performers A and B will be paid the applicable holding fee due on April 5, the commencement of their second fixed cycle, and Principal Performer C's session fee may be considered the holding fee for the fixed cycle commencing April 5. Both A and B's holding fees and C's session may be credited towards the Class B Program use.
5. Principal Performer A works off-camera on January 5. Principal Performer B works on-camera February 5. Since Principal Performer A has worked fewer than 45 days prior to Principal Performer B, Principal Performer A's fixed cycle commences February 5, the same as Principal Performer B. Class B Program use commences February 10. Both performers' session fees may be credited towards this use. Holding fees for each are due May 5. *[See Section 31.A.4.]*
6. Principal Performer A works off-camera May 5. The first fixed cycle for Principal Performer A is May 5-August 4. Principal Performer B works on-camera in the same commercial July 7, which is sixty-three (63) days after Principal Performer A worked. The fixed cycle July 7-October 6, Principal Performer B's first fixed cycle, becomes the second fixed cycle for Principal Performer A and thereby shortens Principal Performer A's first fixed cycle in order that all subsequent fixed cycles for both Principal Performers shall be concurrent starting with the July 7-October 6 fixed cycle. *[See Section 31. A. 5.]*
7. Principal Performer works at scale in a commercial. The first fixed cycle commenced January 6 and ended April 5. On April 6 a holding fee becomes due to Principal Performer for the second fixed cycle. The commercial is used on April 14 as a Class A Program commercial for a 13-week Class A Program cycle commencing on that date. The holding fee is credited against the fee due to Principal Performer for the 13-week Class A Program use cycle. *[See Section 31 .B.]*
8. Same facts as Example 7, except that the commercial is first used as a Class A Program commercial in a Class A Program use cycle which commenced January 20 and ended April 19. The holding fee for the second fixed cycle becomes due to Principal Performer on April 6; however, it may not be credited against any Class A use fees which become due between April 6 and April 19, since the Class A use cycle in which such uses occur did not commence within the second fixed cycle. However, the holding fee payable for the second fixed cycle may be credited against any use fees which become due to Principal Performer with respect to any new cycle of use which commences on or after April 6 and prior to the expiration of the second fixed cycle, for example, a wild spot use cycle commencing on April 12. *[See Section 31. B.]*
9. Principal Performer works on-camera January 6. The first fixed cycle for Principal Performer is January 6 through April 5. On February 12 commercial commences a dealer cycle through August 11. Producer is exempt from payment of the holding fee due on April 6 for the second fixed cycle. However, the Principal Performer is due a holding fee for the third fixed cycle which commences July 6. This holding fee payment may be credited against any new use cycle which begins on or after July 6, but prior to October 5, the end of the third fixed cycle. *[See Section 31. B.]*

32. DEFINITION OF WILD SPOT AND PROGRAM USE

- A. The payments to be made to Principal Performers for use of commercials shall be based upon the kind of use, viz., whether as wild spots or as program commercials and upon the scope of use in each of these categories. A commercial shall be deemed to be used as a wild spot if it is broadcast by non-interconnected single stations and (a) is used independent of any program or (b) is used on local participating programs. All other uses of a commercial, including use as "hitchhikes" and "cowcatchers," shall be program uses.
- B. Local participating programs, as the term is used herein, are programs available to more than one (1) advertiser and not "sponsored" by any advertiser, and shall not be deemed to include any program, which, by the use of phrases such as "sponsored by" or other statements or descriptions, implies that it is sponsored. However, the statement that "the following are participating advertisers" shall not be deemed program sponsorship. In the event a commercial is used both as a wild spot and as a program commercial, the Principal Performer shall be paid separately as provided herein, for both kinds of use. *[See Agreed Interpretations 1, 4 and 7, page 125.]*

33. WILD SPOTS – COMPENSATION FOR USE

A. 13-Week Cycles

1. Compensation for use of wild spots shall be for unlimited use within a cycle of thirteen (13) consecutive weeks. The use may be continued for additional cycles of thirteen (13) consecutive weeks by paying Principal Performer the applicable fee for each 13-week renewal cycle.
2. In view of the fact that a wild spot used in a 13-week campaign may not always be broadcast in all cities on the same schedule and more than thirteen (13) weeks may be required for the purpose of conducting a 13-week campaign, it is agreed as follows: Although each 13-week cycle of wild spot use shall commence with its first wild spot use, such 13-week cycle shall not be deemed concluded until the commercial has been broadcast thirteen (13) weeks in each city; provided, however, that in no event shall such cycle extend for more than thirteen (13) weeks in any one (1) city, nor beyond seventeen (17) weeks after the first use of the commercial in such cycle in any City. *[See Agreed Interpretation 6, page 125.]*

B. Unit Weighting

Weighting is to be applied to all television market areas, defined as "Areas of Dominant Influence" (ADI's) by the American Research Bureau, with the exception of New York, Chicago and Los Angeles, which are specially treated in Subsections E. and F. of Section 33.

1. The following cities and TV market areas are weighted as follows for the term of this Contract:

Television Market Areas	Unit Weight
Atlanta	5
Baltimore	3
Boston	6
Charlotte	2
Cincinnati.....	2
Cleveland	4
Columbus, OH	2
Dallas-Ft. Worth.....	6
Denver	3
Detroit.....	5
Grand Rapids-Kalamazoo-Battle Creek	2
Greenville / Spartanburg / Asheville / Anderson	2
Hartford-New Haven.....	2
Houston	5
Indianapolis	2
Kansas City	2
Mexico / Mexico City.....	43
Miami	4
Milwaukee.....	2
Minneapolis-St. Paul.....	4
Montreal	4
Nashville	2
Orlando-Daytona Beach	3
Philadelphia.....	8
Phoenix	4
Pittsburgh	3
Portland, OR.....	3
Puerto Rico.....	3
Raleigh-Durham	2
Sacramento-Stockton	3
St. Louis	3
Salt Lake City	2

San Antonio	2
San Diego.....	2
San Francisco.....	6
Seattle-Tacoma	4
Tampa-St. Petersburg	4
Toronto	7
Vancouver, BC	3
Washington, DC	6
West Palm Beach-Ft. Pierce.....	2
All other markets are assigned	1 unit each

2. The foregoing assignment of unit weights is based upon current "Television Household" figures published by the Nielsen Company for each DMA. One unit is assigned for each DMA and an additional unit for each full 350,000 Television Households after the first 350,000 in each DMA.

Thus: All markets with 699,999 Television Households or fewer are assigned 1 unit. All markets with 700,000 to 1,049,999 Television Households are assigned 2 units, etc.

C. Method of Fee Computation

The payment for wild spot use is computed by:

1. Determining the maximum number of units in which the wild spot is played during a 13-week cycle, applying the unit weights as set forth in Subsection 33.B.;
2. Applying the appropriate unit rates as set forth in Subsection 33.D. When the station lineup on which the commercial is being used includes New York, Chicago or Los Angeles, compensation for such wild spot use shall be determined in accordance with the provisions of Subsections 33.E. and F.;
3. Totaling the unit costs computed as provided in this Subsection 33.C.1. and 2.
 - a. **Table A** attached hereto sets forth cumulative totals for use of a wild spot on a station lineup that does not include New York, Chicago or Los Angeles;
 - b. **Table B** sets forth cumulative totals for use of a wild spot on a station lineup which includes New York, together with other cities (excluding Chicago and Los Angeles);
 - c. **Table C** sets forth cumulative totals for use of a wild spot on a station lineup which includes Chicago or Los Angeles together with other cities (excluding New York);
 - d. **Table D** sets forth cumulative totals for use of a wild spot on a station lineup which includes any two (2) of New York, Chicago or Los Angeles together with other cities;
 - e. **Table E** sets forth cumulative totals for use of a wild spot on a station lineup which includes New York, Chicago and Los Angeles together with other cities.

Wild Spot Unit Rates – Lineup of Cities Not Including New York, Chicago or Los Angeles

Number of Units	Principal Performers		Group Performers On-Camera			Group Performers Off-Camera		
	On-Camera	Off-Camera	3-5	6-8	9+	3-5	6-8	9+
1 unit	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
2-25 add per unit	18.31	12.53	14.27	12.31	10.06	5.06	3.99	3.32
26-60 add per unit	6.79	5.33	7.36	6.24	5.17	2.13	1.46	1.34
61-125 add per unit	6.79	5.33	5.33	4.16	3.49	1.29	.74	.74
126 and each unit thereafter, add per unit	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

Example:

Philadelphia, Detroit and Pittsburgh, plus 22 one-unit cities for 1 cycle, 1 Principal Performer, On-Camera:

To determine number of units use Subsection B. as follows:

Philadelphia	8 units
Detroit	5 units

Pittsburgh	3 units
Plus 22 one-unit cities	<u>22 units</u>
Total	38 units

To determine unit rates use Subsection D. as follows:

1st unit	\$535.00
2-25 units add \$18.31 each unit (24 units x \$18.31)	439.44
26-38 units add \$6.79 each unit (12 units x \$6.79).....	<u>81.48</u>
Principal Performer's compensation, unlimited use for 13 weeks, On-Camera, totals:	\$1,055.92

E. Wild Spot Unit Rates – New York, Chicago or Los Angeles, Singly or in Combination with Each Other (Not Including Other Cities)

1. All Principal Performers (Except Group Performers)	<u>On-Camera</u>	<u>Off-Camera</u>
New York	\$1,051.35	\$742.75
Chicago or Los Angeles	916.40	646.30
Any two of New York, Chicago, or Los Angeles	1,446.85	974.20
All three (New York, Chicago, and Los Angeles)	1,745.20	1,239.55
2. Group Performers (On-Camera)	<u>3 to 5</u>	<u>6 to 8</u> <u>9 or more</u>
Any one of New York, Chicago, or Los Angeles	\$673.30	\$598.05
Any two of New York, Chicago, or Los Angeles	1,035.95	856.55
All three (New York, Chicago, and Los Angeles)	1,306.95	1,118.50
3. Group Performers (Off Camera)		
Any one of New York, Chicago, or Los Angeles	270.10	223.80
Any two of New York, Chicago, or Los Angeles	356.95	287.50
All three (New York, Chicago, and Los Angeles)	430.35	347.05

F. Wild Spot Unit Rates – New York, Chicago or Los Angeles, Singly or in Combination With Each Other Together With Other Cities

1. All Principal Performers (Except Group Performers)	<u>On-Camera</u>	<u>Off-Camera</u>
New York	\$1,051.35	\$742.75
Chicago or Los Angeles	916.40	646.30
Additional cities, add at the rate of, <i>per unit</i>	6.79	5.33
Any two of New York, Chicago, or Los Angeles	1,446.85	974.20
Additional cities, add at the rate of, <i>per unit</i>	6.79	5.33
All three (New York, Chicago, and Los Angeles)	1,745.20	1,239.55
Additional cities, add at the rate of, <i>per unit</i>	6.96	5.45
2. Group Performers – On-Camera	<u>3 to 5</u>	<u>6 to 8</u> <u>9 or more</u>
Any one of New York, Chicago, or Los Angeles	\$673.30	\$598.05
Additional Cities: When taken in combination with any one of New York, Chicago or Los Angeles, the rate for additional cities is determined by totaling the unit values of the additional cities and applying the following unit rates:		
1 – 35 units, add <i>per unit</i>	7.36	6.24
36 – 100 units, add <i>per unit</i>	5.33	4.16
101 units and each unit thereafter, add <i>per unit</i>	2.64	2.13
Any two of New York, Chicago, or Los Angeles	1,035.95	856.55
Additional Cities, add at the rate of <i>per unit</i>	2.64	2.13
All three (New York, Chicago, and Los Angeles)	1,306.95	1,118.50
Additional Cities, add at the rate of <i>per unit</i>	2.70	2.19
3. Group Performers – Off-Camera	<u>3 to 5</u>	<u>6 to 8</u> <u>9 or more</u>
Any 1 of New York, Chicago, or Los Angeles	270.10	223.80
Additional Cities: When taken in combination with any one of New York, Chicago or Los Angeles, the rate for additional cities is determined by totaling the unit values of the additional cities and applying the following unit rates:		

1 – 35 units, add <i>per unit</i>	2.13	1.46	1.34
36 – 100 units, add <i>per unit</i>	1.29	.74	.74
101 units and each unit thereafter, add <i>per unit</i>	1.29	.74	.74
Any two of New York, Chicago, or Los Angeles	356.95	287.50	235.40
Additional Cities, add at the rate of <i>per unit</i>	1.29	.74	.74
All three (New York, Chicago, and Los Angeles)	430.35	347.05	283.60
Additional Cities, add at the rate of <i>per unit</i>	1.34	.79	.79

4. Examples:

- a. Chicago, Detroit, Cleveland and 114 one-unit cities, one (1) cycle, one (1) Principal Performer, Off-Camera: To determine number of units use Subsection B. as follows:

Chicago	---
Detroit	5 units
Cleveland	4 units
Plus 114 one-unit cities	<u>114 units</u>
Total of units outside Chicago	123 units

To determine the applicable unit rates for the units additional to the Chicago payment, use Subsection F.1.b., commencing at the unit rate for the 26th unit as follows:

Chicago	\$646.30
add 123 units @ \$5.33 each	<u>655.59</u>

Principal Performer's compensation, unlimited use for 13 weeks, Off-Camera, totals:.....\$1,301.89

- b. 153 cities including New York, Chicago and Los Angeles and all specially weighted U.S. cities, as provided in Subsection B. hereof, one (1) Principal Performer, On-Camera, one (1) cycle:

New York, Chicago and Los Angeles	\$1,745.20
Plus additional units at \$6.96 each:	
The 41 specially weighted U.S. cities	182 units
109 one-unit cities	<u>109 units</u>
Total units	291 units @ \$6.96..... <u>2,025.36</u>

Principal Performer's compensation, unlimited use for 13 weeks, On-Camera, totals:.....\$3,770.56

- c. 77 cities including New York, Boston, Washington, DC, St. Louis, Toronto, Montreal and Mexico City, one (1) Principal Performer, On-Camera, one (1) cycle:

To determine number of units use Subsection B. as follows:

New York	---
Boston	6 units
Washington, DC	6 units
St. Louis	3 units
Toronto	7 units
Montreal	4 units
Mexico City	43 units
70 one-unit cities	<u>70 units</u>
Total of units outside New York	139 units
New York	\$1,051.35
Add 139 units @ \$6.79 each	<u>943.81</u>
Principal Performer's compensation, unlimited use for 13 weeks, On-Camera:	\$1,995.16

34. PROGRAM COMMERCIALS – COMPENSATION FOR USE

A. Scope of Use

1. Compensation for use of program commercials shall be divided into classes as follows:

<u>Class</u>	<u>Number of Cities in Which Telecast</u>
A	Over 20
B	6-20
C	1-5

2. City Weight: In determining the classification for use of program commercials, New York, Chicago and Los Angeles shall each count as eleven (11) cities; any two (2) shall constitute Class A use.
3. The classification of a commercial as a Class A, B or C program commercial shall be determined by the maximum number of different cities including the appropriate weighting set forth above in which it is telecast during any portion of the applicable use period specified in the schedules below.
4. However, if during any 13-week cycle of use as a Class B or C Program commercial the commercial is telecast as a Class A Program commercial, it shall then be considered as a Class A Program commercial for the remainder of that cycle. In such event, the Principal Performer shall be paid for Class A use of such commercial for the remainder of the cycle in accordance with the applicable rates herein set forth for Class A use. The Producer may credit the payment due the Principal Performer for that proportion of the amount paid the Principal Performer for Class B or C use as the then unexpired number of weeks in the cycle bears to thirteen (13) weeks. In no event shall the Principal Performer receive less than the amount due the Principal Performer for the original class of use.

Example: A commercial is used as a program commercial on a program which is telecast in twenty (20) cities for a period of six (6) weeks (Class B use). During the seventh week, the program with which the commercial is used is telecast in an additional city. For the remainder of that cycle, the commercial shall be a Class A Program commercial even though the program with which the commercial is used may be thereafter telecast one (1) or more times in less than twenty-one (21) cities. After the addition of the 21st city, and during that cycle, the commercial is used twice. Each such use shall be a Class A Program use and in the case of an on-camera Principal Performer, \$657.70 (\$535.00 for the first use and \$122.70 for the second use) shall be due for such two (2) uses against which the Producer may take a credit of 7/13 of \$825.60 (payment for thirteen [13] weeks of Class B Program use).

5. If, prior to the commencement of a 13-week cycle of use, a Principal Performer has been guaranteed or if, during any 13-week cycle of use, a Principal Performer has been paid not less than six (6) Class A uses of a commercial on a network, then the commercial, at the Producer's option, may be used concurrently with the Class A cycle, but only for the remainder thereof, in up to twenty (20) cities as either a Class C or B or Special B Program commercial. The applicable class of concurrent use is based on the number of cities in which the commercial is telecast. In such event Principal Performer shall be paid for a full Class C, B or Special B cycle payment in addition to payment for Class A uses thereof. The provisions hereof may be used for but one (1) such Class C or B or Special B cycle with each Class A cycle of use. A commercial used in a concurrent Class C Program cycle may be "upgraded" to a B or Special B cycle by paying Principal Performer the difference in rates. In the event such concurrent use exceeds twenty (20) cities, all program use in such cycle shall be deemed Class A use and the payments made for Class C or B or Special B may not be credited. *[See Agreed Interpretations 6 and 10, page 125.]*

B. Compensation – Program Commercials

1. Class A Use Payments other than 10- and 15-Second Commercials.

a. All Principal Performers (*Except Group Performers*)

Rates are for individual uses within one 13-week cycle.

<i>Use</i>	<i>On-Camera Rate per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>Off-Camera Rate per Use</i>	<i>Cumulative Total</i>
1	\$535.00	\$535.00	1	\$402.25	\$402.25
2	122.70	657.70	2	96.00	498.25
3	97.35	755.05	3	76.35	574.60
4	97.35	852.40	4	76.35	650.95
5	97.35	949.75	5	76.35	727.30
6	97.35	1,047.10	6	76.35	803.65
7	97.35	1,144.45	7	76.35	880.00
8	97.35	1,241.80	8	76.35	956.35
9	97.35	1,339.15	9	76.35	1,032.70
10	97.35	1,436.50	10	76.35	1,109.05
11	97.35	1,533.85	11	76.35	1,185.40
12	97.35	1,631.20	12	76.35	1,261.75
13	97.35	1,728.55	13	76.35	1,338.10
14 and every use thereafter	46.65 each		14 and every use thereafter	34.65 each	
<i>Guarantees and Discounts:</i>			<i>Guarantees and Discounts:</i>		
If prior to first Class A use Principal Performer is guaranteed 13 uses in 13 weeks: \$1,501.80			If prior to first Class A use Principal Performer is guaranteed 13 uses in 13 weeks: \$1,161.95		
Additional uses in same cycle 14th through 18th: \$92.00 each.			Additional uses in same cycle 14th through 18th: \$69.88 each		
19th use and each use thereafter in same cycle at the applicable per use rate set forth above, <i>i.e.</i> , \$46.65 per use.			19th use and each use thereafter in same cycle at the applicable per use rate set forth above, <i>i.e.</i> , \$34.65 per use.		

b. Group Performers – On-Camera

Rates are for individual uses within one (1) 13-week cycle.

<i>Use</i>	<i>3 to 5 Rate Per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>6 to 8 Rate per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>9 or more Rate per Use</i>	<i>Cumulative Total</i>
1	\$391.65	\$391.65	1	\$346.75	\$346.75	1	\$286.75	\$286.75
2	113.70	505.35	2	97.35	444.10	2	79.65	366.40
3	89.00	594.35	3	80.65	524.75	3	65.95	432.35
4	84.00	678.35	4	75.65	600.40	4	62.00	494.35
5	84.00	762.35	5	75.65	676.05	5	62.00	556.35
6	84.00	846.35	6	75.65	751.70	6	62.00	618.35
7	84.00	930.35	7	75.65	827.35	7	62.00	680.35
8	84.00	1,014.35	8	75.65	903.00	8	62.00	742.35
9	84.00	1,098.35	9	75.65	978.65	9	62.00	804.35
10	84.00	1,182.35	10	75.65	1,054.30	10	62.00	866.35
11	84.00	1,266.35	11	75.65	1,129.95	11	62.00	928.35
12	84.00	1,350.35	12	75.65	1,205.60	12	62.00	990.35
13	84.00	1,434.35	13	75.65	1,281.25	13	62.00	1,052.35
14 and every use thereafter	29.00 each		14 and every use thereafter	24.65 each		14 and every use thereafter	20.00 each	
<i>Guarantees and Discounts:</i>			<i>Guarantees and Discounts:</i>			<i>Guarantees and Discounts:</i>		
13 uses in 13 weeks: \$1,243.10			13 uses in 13 weeks: \$1,110.20			13 uses in 13 weeks: \$912.00		
Additional uses in same cycle 14 th through 18th: \$67.25 each.			Additional uses in same cycle 14th through 18th: \$58.86 each			Additional uses in same cycle 14th through 18th: \$48.07 each		
19th use and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., \$29.00 per use.			19th use and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., \$24.65 per use.			19th use and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., \$20.00 per use.		

c. Group Performers – Off-Camera

Rates are for individual uses within one (1) 13-week cycle.

<i>Use</i>	<i>3 to 5 Rate per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>6 to 8 Rate per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>9 or more Rate per Use</i>	<i>Cumulative Total</i>
1	\$226.90	\$226.90	1	\$196.90	\$196.90	1	\$160.55	\$160.55
2	61.70	288.60	2	53.65	250.55	2	44.00	204.55
3	57.65	346.25	3	49.35	299.90	3	40.30	244.85
4	52.65	398.90	4	45.95	345.85	4	37.65	282.50
5	52.65	451.55	5	45.95	391.80	5	37.65	320.15
6	52.65	504.20	6	45.95	437.75	6	37.65	357.80
7	52.65	556.85	7	45.95	483.70	7	37.65	395.45
8	52.65	609.50	8	45.95	529.65	8	37.65	433.10
9	52.65	662.15	9	45.95	575.60	9	37.65	470.75
10	52.65	714.80	10	45.95	621.55	10	37.65	508.40
11	52.65	767.45	11	45.95	667.50	11	37.65	546.05
12	52.65	820.10	12	45.95	713.45	12	37.65	583.70
13	52.65	872.75	13	45.95	759.40	13	37.65	621.35
14 and every use thereafter	21.00 each		14 and every use thereafter	19.70 each		14 and every use thereafter	16.35 each	
<i>Guarantees and Discounts:</i>			<i>Guarantees and Discounts:</i>			<i>Guarantees and Discounts:</i>		
13 uses in 13 weeks: \$755.60			13 uses in 13 weeks: \$657.60			13 uses in 13 weeks: \$538.00		
Additional uses in same cycle 14th through 18th: \$44.43 each.			Additional uses in same cycle 14th through 18th: \$40.06 each			Additional uses in same cycle 14th through 18th: \$33.02 each		
19th use and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., \$21.00 per use.			19th use and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., \$19.70 per use.			19th use and each use thereafter in same cycle at the applicable per use rate set forth above, i.e., \$16.35 per use.		

2. Class A Use Payments for 10- and 15-Second Commercials.

- a. Subject to the provisions of Section 3.A. of this Contract for commercials produced on or after October 30, 2003, Principal Performers will be paid 50% of the Class A Program use fees as set forth in the Schedules under Section 34.B.1. for the 5th and 6th uses of a 10- or 15-second commercial. Thereafter, every five (5) uses will be paid as follows: the next three (3) at the full rates provided in the Section 34.B.1. schedules, and the following two (2) at 50% of the rates provided in the Section 34.B.1. schedules. The rates set forth below are for the use of 10- and 15-second commercials when not used in conjunction with commercials of any other length. See Section 34.B.2.(e) of this Contract for applicable rates when 10- or 15-second commercials are aired with permitted versions of the same commercial of a different length.
- b. All Principal Performers (*Except Group Performers*)

Rates are for individual uses within one (1) 13-week cycle.

Use	On-Camera Rate per Use	Cumulative Total
1	\$535.00	535.00
2	122.70	657.70
3	97.35	755.05
4	97.35	852.40
5	48.68	901.08
6	48.68	949.76
7	97.35	1047.11
8	97.35	1144.46
9	97.35	1241.81
10	48.68	1290.49
11	48.68	1339.17
12	97.35	1436.52
13	97.35	1533.87
14	46.65	1580.52
15	23.33	1603.85
16	23.33	1627.18
17	46.65	1673.83
18	46.65	1720.48
19	46.65	1767.13
20	23.33	1790.46
21	23.33	1813.79
<i>For uses beyond 21, continue the same formula.</i>		

Use	Off-Camera Rate per Use	Cumulative Total
1	\$402.25	402.25
2	96.00	498.25
3	76.35	574.60
4	76.35	650.95
5	38.18	689.13
6	38.18	727.31
7	76.35	803.66
8	76.35	880.01
9	76.35	956.36
10	38.18	994.54
11	38.18	1032.72
12	76.35	1109.07
13	76.35	1185.42
14	34.65	1220.07
15	17.33	1237.40
16	17.33	1254.73
17	34.65	1289.38
18	34.65	1324.03
19	34.65	1358.68
20	17.33	1376.01
21	17.33	1393.34
<i>For uses beyond 21, continue the same formula.</i>		

c. Group Performers – On-Camera

Rates are for individual uses within one (1) 13-week cycle.

<i>Use</i>	<i>3 to 5 Rate per Use</i>	<i>Cumulative</i>
1	\$391.65	391.65
2	113.70	505.35
3	89.00	594.35
4	84.00	678.35
5	42.00	720.35
6	42.00	762.35
7	84.00	846.35
8	84.00	930.35
9	84.00	1014.35
10	42.00	1056.35
11	42.00	1098.35
12	84.00	1182.35
13	84.00	1266.35
14	29.00	1295.35
15	14.50	1309.85
16	14.50	1324.35
17	29.00	1353.35
18	29.00	1382.35
19	29.00	1411.35
20	14.50	1425.85
21	14.50	1440.35
<i>For uses beyond 21, continue the same formula</i>		

<i>Use</i>	<i>6 to 8 Rate per Use</i>	<i>Cumulative Total</i>
1	\$346.75	346.75
2	97.35	444.10
3	80.65	524.75
4	75.65	600.40
5	37.83	638.23
6	37.83	676.06
7	75.65	751.71
8	75.65	827.36
9	75.65	903.01
10	37.83	940.84
11	37.83	978.67
12	75.65	1054.32
13	75.65	1129.97
14	24.65	1154.62
15	12.33	1166.95
16	12.33	1179.28
17	24.65	1203.93
18	24.65	1228.58
19	24.65	1253.23
20	12.33	1265.56
21	12.33	1277.89
<i>For uses beyond 21, continue the same formula</i>		

<i>Use</i>	<i>9 or more Rate per Use</i>	<i>Cumulative Total</i>
1	\$286.75	286.75
2	79.65	366.40
3	65.95	432.35
4	62.00	494.35
5	31.00	525.35
6	31.00	556.35
7	62.00	618.35
8	62.00	680.35
9	62.00	742.35
10	31.00	773.35
11	31.00	804.35
12	62.00	866.35
13	62.00	928.35
14	20.00	948.35
15	10.00	958.35
16	10.00	968.35
17	20.00	988.35
18	20.00	1008.35
19	20.00	1028.35
20	10.00	1038.35
21	10.00	1048.35
<i>For uses beyond 21, continue the same formula</i>		

d. Group Performers – Off-Camera.

Rates are for individual uses within one (1) 13-week cycle

<i>Use</i>	<i>3 to 5 Rate per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>6 to 8 Rate per Use</i>	<i>Cumulative Total</i>	<i>Use</i>	<i>9 or more Rate per Use</i>	<i>Cumulative Total</i>
1	\$226.90	226.90	1	\$196.90	196.90	1	\$160.05	160.05
2	61.70	288.60	2	53.65	250.55	2	44.00	204.55
3	57.65	346.25	3	49.35	299.90	3	40.30	244.85
4	52.65	398.90	4	45.95	345.85	4	37.65	282.50
5	26.33	425.23	5	22.98	368.83	5	18.83	301.33
6	26.33	451.56	6	22.98	391.81	6	18.83	320.16
7	52.65	504.21	7	45.95	437.76	7	37.65	357.81
8	52.65	556.86	8	45.95	483.71	8	37.65	395.46
9	52.65	609.51	9	45.95	529.66	9	37.65	433.11
10	26.33	635.84	10	22.98	552.64	10	18.83	451.94
11	26.33	662.17	11	22.98	575.62	11	18.83	470.77
12	52.65	714.82	12	45.95	621.57	12	37.65	508.42
13	52.65	767.47	13	45.95	667.52	13	37.65	546.07
14	21.00	788.47	14	19.70	687.22	14	16.35	562.42
15	10.50	798.97	15	9.85	697.07	15	8.18	570.60
16	10.50	809.47	16	9.85	706.92	16	8.18	578.78
17	21.00	830.47	17	19.70	726.62	17	16.35	595.13
18	21.00	851.47	18	19.70	746.32	18	16.35	611.48
19	21.00	872.47	19	19.70	766.02	19	16.35	627.83
20	10.50	882.97	20	9.85	775.87	20	8.18	636.01
21	10.50	893.47	21	9.85	785.72	21	8.18	644.19
<i>For uses beyond 21, continue the same formula</i>			<i>For uses beyond 21, continue the same formula</i>			<i>For uses beyond 21, continue the same formula</i>		

- e. Subject to the provisions of Section 3.A. of this Contract, whenever a commercial produced on or after October 30, 2003, and the one (1) permitted edited version thereof are both being used within the same Class A Program use cycle, the foregoing formula applies with respect to the use of the edited version, so long as the edited version is either 10 or 15 seconds in length.

Example: Assume a 30-second commercial and a permitted 15-second edited version (which, for use purposes, are considered as one (1) commercial under Section 26. of this Contract) are being aired in the same Class A Program cycle. If the fifth use of the 15-second commercial occurs as the tenth use in the cycle, fifty percent (50%) of the tenth use payment provided in the Section 34.B.1. schedules would be due. If the sixth use occurs as the fifteenth use in the cycle, fifty percent (50%) of the fifteenth use payment provided in the Section 34.B.1. schedules would be due. This pattern continues for the entire use cycle.

The rates for this example are set forth below:

Table of Class A Program Payments for 30- and 15-Second Commercials

A 30-second commercial and its 15-second edited version are used in the same cycle. The 15-second edited version will qualify for reduced rates as follows:

<i>Use</i>	<i>Commercial</i>	<i>100% On-Camera Rate per Use</i>	<i>50% On-Camera Rate per Use</i>	<i>Cumulative Total</i>
1	:30 Basic	\$535.00		\$535.00
2	:15 Edit (1st use)	122.70		657.70
3	:30 Basic	97.35		755.05
4	:15 Edit (2nd use)	97.35		852.40
5	:30 Basic	97.35		949.75
6	:15 Edit (3rd use)	97.35		1047.10
7	:30 Basic	97.35		1144.45
8	:30 Basic	97.35		1241.80
9	:30 Basic	97.35		1339.15
10	:15 Edit (4th use)	97.35		1436.50
11	:15 Edit (5th use)		48.68	1485.18
12	:30 Basic	97.35		1582.53
13	:30 Basic	97.35		1679.88
14	:30 Basic	46.65		1726.53
15	:15 Edit (6th use)		23.33	1749.86
16	:15 Edit (7th use)	46.65		1796.51
17	:15 Edit (8th use)		23.33	1819.84
Note: Reduced rates continue to apply at the 10th and 11th use, 15th and 16th use, 20th and 21st use, etc. of the 10- and 15-second commercials. This chart applies only to on-camera performers. The same principle applies to all categories of performers.				

3. PAX-TV

- a. Producer shall pay Principal Performers, except for Group Performers, for the use of commercials on PAX-TV as follows:

On-Camera.....\$20.00 per use
Off-Camera.....\$15.00 per use

- b. Producer shall pay Group Performers for each use of a commercial on PAX-TV as follows:

	<u>On-Camera</u>	<u>Off-Camera</u>
Group 3-5	\$12.45	9.05
Group 6-8	10.60	8.45
Group 9 or more	8.60	7.05

c. Neither session fees nor holding fees may be credited against the use payments provided above.

d. No discounted rate for commercials of fifteen seconds (:15) or less.

All commercials broadcast on PAX-TV shall be tracked and paid in 13-week cycles separate from other Program use. Payment for all uses that occur within a single week ending on Sunday shall be paid not later than fifteen (15) working days after the end of such week.

4. Local Program Commercials – Class B and C

The following are rates for Class B and C use for each 13-week cycle:

a. All Principal Performers (except Group Performers)		<u>On-Camera</u>	<u>Off-Camera</u>				
Special Class B (including use in New York) (11-20 cities)		\$1,012.20	\$723.90				
Class B (not including use in New York.) (6-20 cities)		825.60	573.40				
Class C (1-5 cities)		492.00	328.00				
b. Group Performers		<u>On-Camera</u>	<u>Off-Camera</u>				
		3 to 5	6 to 8	9 or more	3 to 5	6 to 8	9 or more
Class B (6-20 cities)		\$644.70	\$570.10	\$466.05	\$237.55	\$198.00	\$161.85
Class C (1-5 cities)		426.40	378.95	309.85	188.95	157.25	129.00

5. Broadcast Lag

In view of the fact that, in the case of program commercials, the same episode or program of a series is not broadcast in all cities on the same date, and more than thirteen (13) weeks is frequently required for the purpose of broadcasting thirteen (13) programs in a series, it is agreed as follows:

Although each 13-week cycle of program use of a commercial shall commence with its first use as a program commercial, such 13-week cycle shall not be deemed to be concluded until each of the thirteen (13) programs in the series has been broadcast in each city; provided, however, that in no event shall such cycle extend for more than thirteen (13) weeks in any one (1) city, nor beyond seventeen (17) weeks after the first use of the commercial in such cycle in any city.

35. CABLE

This Section does not apply to, nor authorize the use of, commercials on pay TV systems, as that phrase is used in the Industry, which do not now carry commercial announcements.

A. Cable Transmission of Broadcast Commercials

The following terms and conditions shall apply to commercials produced for broadcast use under this Contract ("Broadcast Commercials") which are subsequently used on an originating cable system (including WTBS):

1. Cable Use Cycle

- A cable use cycle for any Broadcast Commercial shall be thirteen (13) consecutive weeks commencing with the first cable transmission of that commercial on any originating cable network or system (including WTBS).
- Although each 13-week cycle of cable use shall commence with its first cable use, such 13-week cycle shall not be deemed concluded until the commercial has been transmitted thirteen (13) weeks on each cable network or system; provided, however, that in no event shall such cycle extend for more than thirteen (13) weeks on any cable network or system, nor beyond seventeen (17) weeks after the first transmission of the commercial on any cable network or system.

2. Cable Use Fees

- Each Principal Performer in a Broadcast Commercial shall be paid not less than the appropriate amounts set forth in Subsection C. of this Section 35. as minimum compensation for all cable transmission of that commercial within each cable use cycle as defined in Subsection A.1. above.
- Such cable use fees shall be payable within fifteen (15) working days after the commencement of the cable use cycle.
- Session fees and holding fees may not be credited against any cable use fee that may be due hereunder.

B. Commercials Produced for Cable Transmission Only

The following terms and conditions shall apply to commercials produced for cable transmission only. Commercials produced under this Section shall not be used as non-air commercials as defined in Section 19. Test Market and Non-Air Commercials.

1. Notice. If Producer intends to produce commercials for cable transmission only, Principal Performer shall be so notified at the time of audition or interview and at the time of hiring.
2. Session Fee. Producer shall pay each Principal Performer the applicable session fee for an 8-hour day (on camera) or for a 2-hour recording session (off-camera), which shall also constitute payment for the first cable commercial produced on that day. Any overtime that may become due shall be computed on the basis of that session fee. There shall be no limit on the number of commercials which may be produced in a day provided that such commercials may be produced for only those products or services of one designated advertiser which are created by the same advertising agency.
3. Session Fee Crediting. Producer shall not credit any session fees that may be due hereunder other than session fees for commercials produced for and transmitted on local cable systems only. In the event that a commercial produced for and transmitted on local cable systems is also transmitted on cable networks within thirteen (13) weeks of the session date, then the session fee may not be credited.
4. Exclusivity. Exclusivity shall not be acquired from a Principal Performer with respect to commercials produced under this Section 35.B., and a Principal Performer in a commercial produced under this Section shall be free to enter into a contract to perform in a Broadcast Commercial advertising any product or service competitive to the commercial produced under this Section. However, a Principal Performer who has granted exclusivity with respect to a Broadcast Commercial shall not have the right to enter into a contract to perform in a commercial under this Section which advertises a competitive product or service during the term of permissible use of the Broadcast Commercial. The provisions of Section 31. Holding Fee – Fixed Cycle, shall not apply with respect to commercials produced under this Section. Notwithstanding the foregoing, a Principal Performer who enters into a term contract to perform services in commercials under this Section on a continuing basis for compensation in a guaranteed amount above minimum, may agree to grant exclusivity subject to the Union's consent to the terms of Principal Performer's contract, which consent shall not be unreasonably withheld or delayed.
5. Cable Use Period. The maximum period of unlimited use of a commercial produced under this Subsection B. shall be one (1) year from the date of production (Maximum Cable Use Period). Producer shall have the right to use commercials produced under this Subsection B. in 13-week use cycles provided that no use cycle may extend beyond the Maximum Cable Use Period. Producer shall make no further or additional use of the commercial unless each Principal Performer in the commercial has given prior written consent to such use on terms no less favorable to the Principal Performer than those provided in this Contract.
6. Payment. Payment for use of a commercial within each cable use period shall be as set forth in Subsection C.
7. Restriction on Broadcast Use. A commercial produced under this subsection may not be used on broadcast television unless and until:
 - a. Each Principal Performer in the commercial has given prior written consent for such use, and
 - b. Each Principal Performer is paid not less than one (1) session fee as an upgrade payment, which payment may not be credited against use.

C. Cable Use Payment Structure

1. The compensation to each Principal Performer for each 13-week cycle of cable use of the commercial (whether a broadcast commercial or a commercial produced for cable transmission only) shall be computed by multiplying the applicable unit price by the aggregate unit weight of all cable systems and networks on which the commercial is transmitted as set forth in the table below; provided, however, that in no event shall the compensation be less than the session fee nor more than the price for 2,000 units.

Table of Cable Units and Prices Per Unit								
Cable Units	Principal Performers		Group Performers On-Camera			Group Performers Off-Camera		
Year 1	On-Cam	Off-Cam	3-5	6-8	9+	3-5	6-8	9+
Minimum	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
1-50	8.81	5.84	6.46	5.70	4.73	3.74	3.23	2.65
51-100	7.65	5.10	5.35	4.96	4.08	3.23	2.81	2.29
101-150	6.50	4.32	4.76	4.20	3.49	2.76	2.39	1.94
151-200	5.34	3.56	3.92	3.47	2.88	2.28	1.96	1.60
Units 201 to 1,000 each	0.67	0.44	0.50	0.44	0.37	0.29	0.25	0.19
Units 1,001 to 2,000 each	0.63	0.43	0.46	0.41	0.34	0.27	0.23	0.19
Maximum (2,000 Units)	\$2581.00	\$1723.00	\$1,896.50	\$1,678.50	\$1,395.00	\$1,102.50	\$949.50	\$766.00

2. Examples: One on-camera Principal Performer in a commercial exhibited on cable systems and networks aggregating 50 units, 1,000 units and 2,500 units respectively.

a. Calculation of 50 units

1 – 50 units = 50 @ \$8.81	\$440.50
Total	440.50
Payment (Minimum)	535.00

b. Calculation of 500 units

1 – 50 units = 50 @ \$8.81	\$440.50
51 – 100 units = 50 @ \$7.65	382.50
101 – 150 units = 50 @ \$6.50	325.00
151 – 200 units = 50 @ \$5.34	267.00
201 – 500 units = 300 @ \$.67	<u>201.00</u>
Payment Total	\$1,616.00

c. Calculation of 1,000 units

1 – 50 units = 50 @ \$8.81	\$440.50
51 – 100 units = 50 @ \$7.65	382.50
101 – 150 units = 50 @ \$6.50	325.00
151 – 200 units = 50 @ \$5.34	267.00
201 – 1,000 units = 800 @ \$.67	<u>536.00</u>
Payment Total	\$1,951.00

d. Calculation of 2,500 units

1 – 50 units = 50 @ \$8.81	\$440.50
51 – 100 units = 50 @ \$7.65	382.50
101 – 150 units = 50 @ \$6.50	325.00
151 – 200 units = 50 @ \$5.34	267.00
201 – 1,000 units = 800 @ \$.67	536.00
1,001 – 2,500 = 1,500 @ \$.63	<u>945.00</u>
Total	2,896.00
Payment (Maximum)	\$2,581.00

3. Unit weights are calculated by assigning one unit to each cable network or system plus an additional unit for each full 350,000 Television Household / Subscriber Count beyond the first 350,000.
4. The assignment of unit weights is based upon Cable Television/Subscriber Count figures published in Multichannel News, TV & Cable Factbook, Mediaweek, CableWorld, Cablefax, Television & Cable, and Television Week as set forth in **Exhibit H** attached hereto beginning on page 175, and applies to all commercials produced under this contract and all prior contracts.

D. Applicability of Commercials Contract

Except as provided in Section 35. A., B., C. and E., all terms and conditions of the AFTRA Television

Recorded Commercials Contract shall apply to commercials produced under this section.

E. Extra Performers

See **Schedule C**, Section 4.

36. INTERNET

A. Internet Use of Commercials Made for Initial Use on Broadcast Television

1. Producer shall have the right to use a commercial made for broadcast television on the Internet unless, at the time of engagement, the Performer withholds consent by checking the box provided for this purpose on the front of the contract.
2. Term of Internet Use
 - a. Initial Term. Provided the right to broadcast use of the commercial has not been terminated, Producer may initiate Internet use of the commercial for an initial term of one year or until termination of the maximum period of broadcast use if earlier.
 - b. Extension Term. Upon conclusion of the one-year term of Initial Internet use, Producer may use the commercial for the remainder, if any, of the Maximum Period of Use. This period of use shall be known as the Extension Term. Producer shall have the right to Internet use during the Extension term whether or not broadcast holding fees have been paid. Internet use during the Extension Term need not be contiguous to the Initial Term.
 - c. Renewal Term. If the Maximum Period of Use has terminated or has not been renewed, Producer shall have no further right to Internet use unless each Performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided below.

Examples:

- (1) Producer pays a Performer for one (1) year of Internet use (Initial Term) during the fifth fixed cycle of a Maximum Period of Use (MPU), while a holding fee is still being paid. However, the holding fee for the sixth fixed cycle is not paid. The Producer's right to continue broadcast use expires, but the Internet use may nevertheless continue until the end of the MPU. If the Producer wishes to extend Internet use beyond the end of the MPU, the Producer must obtain the written consent of the Performer and must bargain for payment at no less than the rates provided below.

Producer maintains holding fee payments throughout the MPU and pays for the Initial Term of Internet Use at the beginning of the second fixed cycle. Prior to the end of the MPU, the Performer exercises the right to negotiate for new terms for a subsequent MPU in accordance with Section 30.D. In this case, renewal of Internet rights is subject to individual bargaining between the Performer (or the Performer's agent) and the Producer.

Producer maintains holding fee payments throughout the MPU and pays for the Initial Term of Internet Use in the sixth fixed cycle. Performer fails to exercise rights under Section 30.D. Producer has the automatic right to a new MPU with a renewal of all rights existent in the prior MPU, at the same rates as the prior MPU, including the right to new Initial and Extension Terms for Internet use, subject to the conditions set forth in Paragraph 2.(a) and (b) above.

3. Compensation
 - a. Initial Term – not less than 300% of the applicable session fee.
 - b. Extension Term – not less than 300% of the applicable session fee.

4. Time of Payment. All compensation shall be paid within fifteen (15) working days after the commencement of each period of permitted Internet use.
5. Neither session fees nor holding fees may be credited against any compensation payable for Internet use.
6. Exclusivity rights shall extend to the Internet only while holding fees continue to be paid.

B. Commercials Made for Initial Use on the Internet

1. In the event Producer desires to obtain exclusivity from a performer, the Producer shall obtain the consent of that performer and pay that Performer holding fees plus compensation in an amount not less than the rate set forth in Subsection A. 3. above.
2. Except as provided in paragraph 4 below, Producer may bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent. Neither AFTRA nor the Producer will promulgate minimum rates. The provisions of Schedule A – Working Conditions shall apply to all commercials produced under this subsection B, except that allowances and liquidated damages shall be agreed by direct bargaining with the performer or the performer's agent.
3. Not later than twelve (12) working days after the Producer employs the Performer for an Internet commercial, the Producer shall file with the Union a copy of the employment agreement.
4. The Producer shall make contributions to the AFTRA Health and Retirement Funds on all compensation paid to the Performers in accordance with the provisions of Section 46 of the Contract.
5. The Producer shall make no use of an Internet commercial on broadcast television or in any other medium unless the Producer bargains for the right to such other use at no less than the rates provided in the collective bargaining agreement applicable to such other use.
 - a. In the event of broadcast use of an Internet commercial, Producer shall also pay each Performer, for Internet use, not less than the difference, if any, between the amount previously paid for Internet use and the amount which would have been payable for use of a broadcast commercial on the Internet as provided in Section A.3 above.
 - b. Producer shall also pay each Extra Performer not less than the difference, if any, between the applicable minimum compensation rate provided in **Schedule C.2.A** and the freely bargained rate initially paid to the Extra Performer.

37. DEALER COMMERCIALS

Principal Performer shall be informed at the time the Principal Performer is auditioned or interviewed for a job or, if there is no audition or interview at the time the Principal Performer is engaged whether the commercial is intended to be used as a Dealer Commercial and, if so, whether it is to be a **Type A** or a **Type B** commercial. However, such intention shall not preclude use of the commercial in other categories at the applicable rates.

The right to use a commercial as a Dealer Commercial payable at Dealer Commercial rates shall be subject to the Principal Performer's consent as provided in the Standard Employment Contract form (**Exhibit A-1** of the Contract) at the time of execution. If this right is not acquired as herein provided prior to commencement of services, Producer shall have no right to so utilize the commercial.

A. Type A Dealer Commercials

1. A "**Type A**" Dealer Commercial is a commercial made and paid for by the manufacturer or distributor of the product or service which the commercial advertises, which commercial is to be delivered to dealers in such product or service, or to dealer associations whose members deal in such product or service, for telecasting by such dealers or dealer associations as a wild spot or as a Class B or Class C Program commercial on local non-interconnected stations and where the station time is contracted and paid for by the dealer or dealer association.

If the manufacturer or distributor elects to use a commercial as a **Type A** Dealer Commercial, the Principal Performer shall be paid not later than twelve (12) working days after the first delivery to any dealer or dealer association the difference between the amount of the session fee previously paid the Principal Performer for such commercial and the amounts set forth in subparagraph 3 below, which

shall constitute the minimum use compensation as a **Type A Dealer Commercial** for the period stated below. Such period shall commence fifteen (15) days after the date of first delivery of the commercial to any dealer or dealer association, or six (6) months after the commencement of the Principal Performer's services in the commercial, whichever is earlier.

2. The term "dealer" as used in this Subsection A. means an independent company which offers a product or service for sale to the public at retail and in which company the manufacturer or distributor has no substantial ownership interest or control. A dealer association is an association of such dealers.

Example: A commercial made and paid for by The Ford Motor Company advertising Ford cars and distributed to independent Ford dealers who then telecast it at their own expense would be **Type A Dealer Commercial** if used in the manner described in the above Section.

3. The following rates shall be paid for the use of **Type A Dealer Commercials** for six-month periods:

	<u>On-Camera</u>	<u>Off-Camera</u>
a. Principal Performers (<i>Except Group Performers</i>)		
Including use in New York City	\$2,007.70	\$1,398.40
Not including use in New York City	1,775.55	1,282.40
Group Performers		
3 to 5	1,507.50	616.25
6 to 8	1,328.85	539.70
9 or more	1,032.80	385.35

B. Type B Dealer Commercials

1. A "**Type B**" Dealer Commercial is a commercial made and paid for by a national manufacturer or distributor of a product or consumer service which meets all of the following conditions:
 - a. The commercial is made and paid for by the national manufacturer or distributor of the product or consumer service which it advertises;
 - b. The commercial is delivered to a chain of local retail stores or, in the case of services, to local outlets, which are owned and operated by the national manufacturer or distributor, either directly or as a subsidiary company or through common ownership by a parent company of both the national manufacturer or distributor and the local retail stores or service outlets;
 - c. The commercial is telecast as a wild spot or as a Class B or Class C Program commercial on local non-interconnected stations where the station time is contracted and paid for by the local retail stores or service outlets;
 - d. The commercial advertises only a product sold or service marketed exclusively under the brand or trade name of the national manufacturer or distributor of such product or consumer service, and the commercial is used only by its own retail stores or service outlets;
 - e. The commercial is "tagged" to identify the local retail stores or service outlets in the local markets in which it is telecast. Such "tags" may be live or on film or tape.
2. If the manufacturer or distributor elects to use a commercial as a Type B Dealer Commercial, the Principal Performer shall be paid not later than twelve (12) working days after the first delivery of the commercial to any local retail store or service outlet the difference between the amount of the session fee previously paid the Principal Performer for such commercial and the amounts set forth in Paragraph 3. below, which shall constitute the minimum use compensation as a Type B Dealer Commercial for the period stated below. Such period shall commence fifteen (15) days after the date of first delivery of the commercial to any local retail store or service outlet, or six (6) months after the commencement of the Principal Performer's services in the commercial, whichever is earlier.

3. The following rates shall be paid for the use of **Type B Dealer Commercials** for six-month periods:

	<u>On-Camera</u>	<u>Off-Camera</u>
a. Principal Performers (<i>Except Group Performers</i>)		
Including use in New York City	\$3,086.95	\$2,100.55
Not including use in New York City	2,663.45	1,920.60

b. Group Performers

3 to 5	2,292.00	938.85
6 to 8	2,020.45	821.70
9 or	1,572.45	586.15

4. The national manufacturer or distributor making such **Type B** Dealer Commercials shall register with the Union its intention to make such commercials, which registration shall include a full disclosure of all information necessary to show that such commercials fully meet the requirements of this Subsection B. In the event of failure to so register, such commercials shall not qualify as **Type B** Dealer Commercials.

C. Renewal of Use Period – Dealer Commercials

The use of Dealer Commercials may be renewed for additional periods of six (6) months by again making the applicable payment specified above, subject to the provisions of Section 30. Maximum Period of Use of Commercials. Advertising agencies signatory hereto or to Letters of Adherence, who produce or acquire Dealer Commercials produced under this Contract, shall remain liable in all respects under this Contract as long as such commercial continues to be used as a commercial. At the time of the delivery of a Dealer Commercial to a dealer, the manufacturer or distributor shall notify such dealer, in writing, substantially as follows:

"This commercial has been produced under the provisions of the **2003 AFTRA Television Recorded Commercials Contract** and its use is governed thereby. Accordingly, the dealer is granted a limited license only to use this commercial as a wild spot and on local programs until _____(date). Upon that date, under our present arrangements, all rights to use this commercial expire. "

The provisions of Section 24. Union Standards, shall apply with respect to Dealer Commercials acquired by a signatory advertising agency from a nonsignatory employer.

D. Commercials Qualifying as Both Type A and Type B Dealer Commercials

A single commercial may qualify as both a **Type A** Dealer Commercial and a **Type B** Dealer Commercial if used in the manner described in both Subsection A. and Subsection B. hereof. In such case payment shall be made for both **Type A** Dealer use and **Type B** Dealer use.

Example: A commercial made by a tire manufacturer which is delivered to independent retail dealers for use in the manner described in Subsection A. and to its own retail stores for use in the manner described in Subsection B. shall be paid for as both **Type A** Dealer Commercial and **Type B** Dealer Commercial.

E. Franchising Operations

1. A commercial made and paid for by a manufacturer, distributor or service organization engaged in the business of licensing a name, format or method of doing business (franchising operations), as opposed to a manufacturer or distributor primarily engaged in the distribution or sale of a product or service, may be paid for at the **Type B** Dealer Commercial rates, provided both of the following conditions are met:
 - a. The commercial is delivered to its franchisees or an association of such franchisees for telecasting as a wild spot or Class B or Class C Program commercial on local non-interconnected stations where the station time is contracted and paid for by the franchisees or franchisees' association;
 - b. The commercial advertises only a product or service marketed under the trademark, brand or trade name of the franchiser.
2. The provisions of subparagraphs 2., 3. and 4. of Subsection B. hereof relating to **Type B** Dealer Commercials shall also be applicable and deemed to be incorporated herein.
3. Examples of franchising operations included herein are restaurants, motels, "fast food" services, laundry and dry cleaning services, self-improvement schools and equipment maintenance operations (including parts replacements).

F. Applicability of Commercials Contract

Except as otherwise expressly provided above, all provisions of this Contract shall be applicable to Dealer Commercials.

38. PROGRAM OPENINGS AND CLOSINGS (COMMERCIAL BILLBOARDS)

Standard Openings and Closings

1. A standard program opening and closing and standard lead-ins and lead-outs made for a designated program taken together may be deemed the equivalent of a single commercial and shall be paid for as a commercial hereunder. Such opening and closing, lead-ins and lead-outs may include reference to the advertiser's name, product or service, and "the claim" for such product or service, as the term is commonly understood in the Industry, but may not include any commercial message on behalf of such product or service. The rates for such program openings and closings are the applicable program rates for a single commercial under this Contract, including the applicable guarantees and discounts. It is the intent of this Subsection A., that, if the same product or service is referred to in both the opening and closing, the claim made for such product or service may be split to include part in the opening and part in the closing.
2. When a standard program opening and closing and standard lead-in and lead-out is used as such on more than one (1) program series, it shall be deemed a separate commercial for each program series on which it is used, and therefore paid for as a separate commercial.
 - a. One or more elements of a standard opening or closing or a standard lead-in or lead-out may be used separately, in which case each such element shall be deemed a separate commercial and payment for its use shall be computed in the usual manner without any program series restriction.
 - b. Openings or closings other than standard openings or closings shall be deemed separate commercials for all purposes hereunder.
3. If, during any cycle during which an opening and closing is being used, either the opening or the closing is remade using the services of the same performer as appeared in the original, the performer shall be compensated for performer's services in making such new opening or closing and it may be substituted for the original for the remainder of the current cycle.
4. Standard openings and closings shall be those designed for multiple use on the same program series.

B. Prerecorded Live Program Openings and Closings

It has been the practice on many network programs to utilize announcers on prerecorded program openings and closings who have been paid at the fees of the AFTRA Code of Fair Practice for Network Television Broadcasting and Producer agrees not to utilize the provisions of Subsection A. above in a manner to change such practices or to evade the payment of the applicable fees of the said AFTRA Code. Without prejudice to the rights of the parties to determine a dispute by arbitration, the Industry-AFTRA Standing Committee shall promptly consider any complaints hereunder. *[See Agreed Interpretation 8, page 125.]*

39. SIGNATURES – OFF-CAMERA

- A. Signatures are musical signatures or themes done at the beginning or end, or both, of television program as customarily understood in the television industry. Signatures are included in the term "commercials" if mention is made of the advertiser's name, product or service.
- B. The following are the minimum fees for use of signatures for a 13-week cycle. The use may be continued during additional cycles by paying each singer the same amount as was paid for the original 13-week cycle.

Solo and Duo	\$1,188.95
Groups 3 to 8	936.25
Groups 9 or more	809.90

40. SEASONAL COMMERCIALS

- A. A seasonal commercial is a commercial which is especially related, by audio or video reference, to a particular "season," such as a commercial designed for use as a Christmas commercial, June Bride commercial, Valentine's Day commercial, Bock Beer commercial, Spring Changeover commercial, etc.
- B. If a Principal Performer is engaged for a seasonal commercial, it shall be so stated in the Principal Performer's contract.
- C. All the terms and conditions of this Contract shall apply to seasonal commercials except as follows:
 1. A seasonal commercial may be used for a period not to exceed one (1) 13-week cycle plus an optional contiguous period of not more than two (2) consecutive additional weeks in the next cycle, in a season. If the commercial is used for more than such period it shall not qualify as a seasonal commercial.
 2. The maximum period of permissible use of a seasonal commercial for all categories of Principal

Performers shall be two (2) consecutive seasons, provided the commercial is used as a seasonal commercial in the first season. Additional periods of use may be obtained, with the consent of the Principal Performer.

3. If Producer intends to use a commercial as a seasonal commercial for a second season, the Principal Performer shall be paid a holding fee, which shall not be credited. Such holding fee shall be due twelve (12) working days after the end of the 13-week (or optional 15-week) period, and if not so paid, the right of Producer to use the commercial shall terminate.
4. Where Producer continues the use of the seasonal commercial beyond the first cycle, applicable use fees for use in the second cycle shall be payable, and no part of such fees paid for the second cycle may be credited against the holding fee required by Subsection C. hereof to hold the use of the commercial for an additional season.
5. No exclusivity may be acquired by Producer with respect to the Principal Performer's employment in seasonal commercials. If exclusivity is acquired by Producer, the commercial shall not qualify as a seasonal commercial.

41. FOREIGN USE OF COMMERCIALS

A. Use Fees

1. It is the intention hereof to provide rates for the exhibition of commercials made under this Contract when exhibited in foreign use, *i.e.*, outside the United States, its commonwealths, territories and possessions, Canada and Mexico, whether such use is in addition to domestic use or solely for foreign use.
2. If Producer wishes to acquire the right to exhibit commercials outside the United States, its commonwealths, territories and possessions, Canada and Mexico, the individual Principal Performer's contract shall contain a provision granting such right at additional compensation to the Principal Performer of not less than the following amounts:
 - a. For use in the United Kingdom (England, Scotland, Wales and Northern Ireland), an amount not less than triple the session fee;
 - b. For use in Europe other than the United Kingdom, an amount not less than two (2) additional session fees;
 - c. For use in the Asia-Pacific zone (Australia, China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Taiwan, Thailand), an amount not less than an additional session fee;
 - d. For use in Japan, an amount not less than an additional session fee;
 - e. For use anywhere in the world outside of the United Kingdom, Europe, the Asia-Pacific zone, and Japan, an amount not less than an additional session fee.
3. The applicable amounts payable for such foreign use shall be due and payable upon the first use of a commercial in each of the aforementioned areas. Such payment shall cover all such uses within a single period of maximum use as defined in Section 30. Maximum Period of Use of Commercials. Separate additional fees shall be payable for each renewed period of maximum use.

B. Maximum Period of Use

1. Except as provided in Paragraph 2. of this Subsection B., foreign use of commercials shall be subject to the provisions regarding maximum permissible period of use as set forth in Section 30. Maximum Period of Use of Commercials.
2. Producer has the option at any time during the maximum period of use to extend foreign use rights for nine (9) months beyond the twenty-one (21) month maximum period of use upon payment of not less than an additional fifty percent (50%) of the appropriate foreign use fee(s) for the area(s) in which the commercial is to be used, subject to the following conditions:
 - a. Exclusivity shall not apply to performers in a commercial which is no longer being used or held domestically;
 - b. Producer may not exercise the option to extend foreign use rights after the performer has served

notice of termination pursuant to Section 30.D.;

- c. A notice given by a performer pursuant to Section 30.D. with respect to any commercial for which the extension option has been exercised shall also serve as notice with respect to the right of foreign use beyond the extended foreign use period.
- C. Producer shall promptly notify the Union, in writing, of any release of a commercial for foreign use which requires payment under the provisions of this Section.
- D. In the event a commercial is made solely for foreign use and is so used, only one (1) on- or off-camera session fee as is appropriate may be credited against such foreign use.

42. THEATRICAL OR INDUSTRIAL EXHIBITION

- A. If Producer desires to use a commercial for theatrical or industrial exhibition, the individual Principal Performer's contract shall contain a provision requiring additional compensation for such right of not less than one-hundred percent (100%) of the applicable session fee for all categories of Principal Performers payable when such exhibition occurs and shall constitute payment for thirty (30) consecutive days following the first exhibition. An additional sixty percent (60%) of the applicable session fee shall be payable for any additional use which occurs beyond the 30th day.
- B. Payment for use of a commercial on a videocassette, laser disc, CD, DVD, or "like formats" that are given, sold, or rented to the public shall be not less than 320% of the applicable session fee.
- C. Such payments shall cover all such use within a single period of maximum use as defined in Section 30. Maximum Period of Use of Commercials. Separate additional fees in such amounts shall be payable for theatrical or industrial exhibition for each renewal period during which the commercial is used hereunder.
- D. Notwithstanding the foregoing, no payment shall be required for use of commercials at toy fairs which are not open to the general public if the performer has been paid not less than the minimum compensation provided in Section 20. Performers in commercials produced under Section 19. shall be paid the difference between the non-air rate and session fee.

IV. GENERAL TERMS

43. PAYMENT

Payment in all cases including payment for the original session fees and all other payments herein provided shall be by check payable to the performer and delivered to the Union office in the city in which the recording is made and such payments shall be made as follows:

- A. Session and Audition Fees
Payment of session for services rendered for each commercial shall be made not later than twelve (12) working days after the day or days of employment and for any audition payments due, not later than twelve (12) working days after the day or days of audition.
- B. Holding Fee
Payment of the holding fee shall be made not later than the first day of the fixed cycle for which it is payable.
- C. Local Program Commercials (Special B, Class B and C)
The applicable payment for each cycle of use shall be made not later than fifteen (15) working days after the date of first use in such cycle.
- D. Wild Spots
The applicable payment for each cycle of use shall be made not later than fifteen (15) working days after the date of first use in such cycle, except that adjustments for unit compensation not ascertainable at the time of first use shall be paid in full not later than fifteen (15) working days after the completion of such cycle.
- E. Class A Program Commercials
Payment for all Class A Program uses that occur within a single week from Monday through Sunday shall be made not later than fifteen (15) working days after the end of such week.

F. Foreign Use

Payment for foreign use shall be made not later than fifteen (15) working days after the date of first use in any foreign market.

G. Program and Wild Spot Use under **Schedule D. Spanish Language Commercials.**

Payments for Program and Wild Spot use cycles under **Schedule D. Spanish Language Commercials**, are due not later than fifteen (15) working days after the date of first use in such cycle, except that adjustments for wild spot unit compensation not ascertainable at the time of first use shall be paid in full not later than fifteen (15) working days after the completion of such cycle.

H. Guarantees

The discounts permitted for guarantees shall be applicable only when the guarantee is made prior to the first use and is paid in full within twelve (12) working days after the guarantee is given to the Principal Performer. Additional uses beyond those to which the guarantee applies shall be paid not later than fifteen (15) working days after the end of the week in which such use occurred, as provided in Subsection E. hereof. Payments shall be deemed made upon receipt by the Principal Performer or upon posting in the United States mail.

I. Foreign Currency

In any case where payment is made in foreign currency such payments shall be adjusted to the proper rate of exchange so that in no case shall the Principal Performer receive less than the equivalent in U.S. dollars of the minimums required by the Contract.

J. Adjusting Undisputed Overpayments

1. Where an overpayment has been made to a Principal Performer and there is no factual dispute with respect to such overpayment, the Union will cooperate with Producer to have the Principal Performer return the incorrect payment to Producer as promptly as possible. Alternatively, the overpayment may be credited against subsequent payments due to the same Principal Performer under the following circumstances:
 - a. The overpayment and subsequent payments are made for the same advertising agency;
 - b. The overpayment and subsequent payments are made on behalf of the same advertiser even if the advertising agencies are not the same.
2. Subject to the conditions and limitations set forth below, other payments due under this Contract may be applied to recoupment of an overpayment made under this Contract by a different advertising agency (where the same advertiser is not involved) if, in an initial letter to the performer, Producer identifies the overpayment as to the amount, date, commercial, advertiser and agency involved and:
 - a. Producer obtains written authorization from the performer in response to the initial letter; or
 - b. Producer sends a second notice to the performer with a copy to the Union no later than ninety (90) days after the initial notice by registered or certified mail, return receipt requested, and the performer does not object in writing within thirty (30) days after delivery of Producer's second notice. Under this subparagraph b, Producer may not reduce the gross amount of any subsequent payment by more than twenty-five percent (25%).
3. At the time of recoupment, Producer shall identify the payment from which the overpayment is being recouped, including the amount of such payment, nature (session fee, use fee, etc.), the commercial, advertiser and agency involved.
4. The Union will continue its existing policy to assist Producers in adjusting overpayments in accordance with the above guidelines. In those instances where a Producer and a Principal Performer are unable to agree upon an arrangement, the Union will, at Producer's request, actively participate in an effort to resolve the matter.
5. Claims for overpayment shall be barred if not made within six (6) months after the date of overpayment.

44. OVERSCALE PAYMENTS AND GUARANTEES

- A. No compensation in excess of the minimum amounts provided for in this Contract paid to a performer for the performer's services in making a commercial or for any use or period of use thereof may be credited by the

Producer or advertiser against any use fees payable to such performer, unless there is a specific provision in writing to that effect in the performer's individual contract of employment. Except as above provided, there may be no crediting of overscale compensation.

- B. Where a performer is guaranteed in the performer's contract a fixed sum of money, performer may agree to credit against such fixed sum compensation for making commercials, use fees and holding fees.
- C. Where a performer is guaranteed a fixed sum of money against which use fees are to be credited, and permissible edits or integrated commercials are produced utilizing photography or sound tracks edited or integrated from materials made for the commercial(s) originally produced under the performer's contract, all applicable payments required for such edited or integrated commercials may be credited against the performer's guarantee in the same manner and at the same rate as for the original commercial(s).
- D. With respect to stunt performers, no overscale payment for performing a stunt in a commercial may be credited against any use fees.

45. LIQUIDATED DAMAGES FOR LATE PAYMENT

- A. In the event Producer fails to make timely payment, as herein provided, the following cumulative liquidated damage payments shall be due and payable to the performer for each day, beginning with the day following the date of default: \$3.00 per day up to 25 days (excluding Saturdays, Sundays and holidays which Producer observes) up to a maximum of \$75.00. Thereafter, the liquidated damages payment shall cease unless either the Union or the performer gives written notice to Producer of nonpayment. In the event such notice is given and full payment, including accrued liquidated damages is not made within twelve (12) working days thereafter, the Producer shall be liable for an immediate additional liquidated damages payment of \$75.00 plus further liquidated damage payments at the rate of \$10.00 per day from the date of the receipt of notice of nonpayment, which shall continue without limitation as to time until the delinquent payment together with all liquidated damages are fully paid. Such liquidated damages shall be in addition to any and all other remedies which the Union may have against Producer under this Contract.
- B. The liquidated damages herein provided shall not be invoked if the performer is at fault for failure to execute the performer's W-4 Form or other required tax forms or if the performer, having been furnished an engagement contract on or before the date of employment, fails to return the signed contract promptly, or when there is a *bona fide* dispute as to compensation.
- C. In the event of a claim, any undisputed sums due and payable to performer shall nevertheless be paid within the time periods specified in Section 43. Payment. Failure to make timely payment shall activate the liquidated damages provisions hereof.
- D. Liquidated damages for late payment shall accrue commencing twelve (12) business days after the settlement of a disputed claim.
- E. In the event Producer fails to make timely payments as required hereunder, the Union may, by written notice, require the payment of session fees, use fees and other fees to be sent to Principal Performers in care of a designated AFTRA office.

46. CONTRIBUTIONS TO AFTRA HEALTH AND RETIREMENT FUNDS

- A. Producer, and advertising agencies signatory to Letters of Adherence, shall become parties to the AFTRA Health and Retirement Agreement and Declaration of Trust as amended and shall contribute to the Funds amounts equal to fourteen and three-tenths percent (14.30%) of all gross compensation as herein defined with respect to television commercials made on or after October 30, 2003. Contributions shall in all cases be made for and credited to the account of specified employees in the unit represented by the Union. The parties hereby agree that one and sixty-five one hundredths percent (1.65%) in the rate of contribution (from 13.30% of gross compensation previously applicable to 14.30% of gross compensation) will be directed into the AFTRA Health Fund and fifteen one-hundredths percent (.15%) will be directed to the AFTRA Industry Cooperative Fund (AICF), notwithstanding any allocation of contributions between the Health Fund and the Retirement Fund as established by the Trustees.
 - 1. The Producer's obligation to pay such sum shall apply to the performer's gross compensation, including talent agent's commission, if any (it being understood that nothing in this Contract shall be construed as requiring Producer to pay a talent agent's commission), without any deductions whatsoever, whether pursuant to oral or written contracts entered into prior to, on or after February 4, 1959. (However, this shall not be construed as requiring any duplication of payment made under any previous AFTRA Codes or Contracts.)

2. If, during the term of this Contract, the Union negotiates a higher rate of employer contributions than 14.30% with the signatories of the other National AFTRA Codes listed in Section 56. hereof, this Contract shall be reopened for negotiations with respect to Health and Retirement contributions only, it being the intention of the parties in such negotiations to attain parity with such higher rate.
 3. In the event the gross compensation paid, due or to become due to a "star performer," or, on the performer's behalf, to any other person, firm or corporation, directly or indirectly, for an engagement under this Contract is more than twenty-five percent (25%) below the performer's reasonable or customary compensation as measured by the average gross compensation paid, due or to become due to the performer, or on the performer's behalf, to any other person, firm or corporation, directly or indirectly, by other Producers, with which performer had no relationship for the performer's last four (4) comparable appearances, then Producer shall be obligated to pay to the AFTRA Health and Retirement Funds a sum equal to fourteen and three-tenths percent (14.30%) of such reasonable or customary compensation, as measured by such last four (4) comparable appearances, for the instant engagement; provided, however, that the foregoing criterion of the average reasonable or customary compensation for the last four (4) comparable appearances shall in no event apply where **a.** the engagement is for services for which it has been customary to pay "star performers" minimum compensation or compensation not substantially in excess of minimum, or **b.** there has been a substantial loss in the "marquee value" of the "star performer," or **c.** no last four (4) comparable appearances have occurred during the eighteen (18) month period immediately prior to the instant engagement of the performer, or **d.** the performer's engagement is only for a "flash" appearance. Upon request of Producer, the Union shall furnish to Producer such records as can be obtained by the Union as are necessary to ascertain the average gross compensation for performer's last four (4) comparable appearances.
 4. As used in the preceding paragraph, a "star performer" is a performer whose average gross compensation, for an appearance under this Contract, as measured by performer's last four (4) comparable appearances, is more than \$1,500. A "comparable appearance" is an appearance under this Contract or a prior AFTRA Television Recorded Commercials Contract.
 5. The aforementioned sum shall be used solely **a.** for the purpose of providing retirement benefits for eligible employees under this Contract, **b.** for the purposes of providing health benefits for eligible employees under this Contract and, at the discretion of the Trustees, for eligible performers within the Union's jurisdiction and, at the further discretion of the Trustees, for their families and **c.** for the incidental expenses connected with the establishment and administration of the AFTRA Health and Retirement Funds.
 6. The aforementioned sum may also be used to provide occupational disability benefits to performers who suffer disability arising out of or in the course of employment in rendering services within the jurisdiction of the Union. The Trustees of the AFTRA Health Fund are directed to continue such benefits to performers, whether or not eligible for other benefits of the AFTRA Health Fund, so long as the Trustees determine in their discretion that such benefits can be provided to such performers without impairing the financial capacity of the AFTRA Health Fund to continue or expand the existing plan of benefits.
 7. In the case of an agreement with a self-employed independent contractor who appears as a Principal Performer, the package price must be sufficient to provide for the applicable minimum compensation hereunder for such independent contractor, plus a sum equal to fourteen and three tenths percent (14.30%) of such minimum for purposes of payment by such independent contractor to the AFTRA Health and Retirement Funds as required pursuant to this Section of the Contract.
- B. Where Producer borrows acting services from a signatory "loan-out" company or enters into a contract with a Principal Performer under which covered services and non-covered services are to be provided, the following shall apply:
1. There will be a separate provision in Principal Performer's agreement or loan-out agreement covering only acting services. Where other services are involved, and there is a dispute over the portion of the compensation allocated to acting services, the Principal Performer's "customary salary" shall be given substantial consideration in resolving such dispute.
 2. Contributions shall be payable on the amount allocated to covered services.

3. The Producer shall have the obligation to make the contributions directly to the Funds whether the Agreement is with the performer or with the performer's loan-out company.
 4. Claims against Producer for health and retirement contributions on behalf of performers borrowed from a loan-out company, or claims against Producer on behalf of performers employed directly by the Producer, must be brought within four (4) years from the date of filing of the compensation remittance report covering such performers.
 5. Any claims for contributions not brought within the four-year period referred to in Subsection B.4. above shall be barred.
- C. The AFTRA Health and Retirement Funds shall be Trust Funds and shall be administered under the AFTRA Health and Retirement Funds Agreement and Declaration of Trust, dated November 16, 1954, and as thereafter amended, which Agreement and Declaration of Trust is hereby ratified and confirmed, and is made a part of this Contract with the same force and effect as though fully set forth herein. The said Agreement and Declaration of Trust shall provide, among other things:
1. That the Health and Retirement Funds be administered by twenty (20) named Trustees, ten (10) designated by the Producers and ten (10) designated by AFTRA.
 2. That AFTRA may, at any time in its discretion on written notice to all the Trustees then in office, appoint a successor or successors for any one (1) or more of the AFTRA Trustees named in said Agreement and Declaration of Trust. The written notice shall contain the names of the New Trustees and the names of the Trustees whom they replace. In the event of the death, resignation or permanent disability of a Producer Trustee, the remaining Producer Trustees shall designate a successor as prescribed in said Agreement and Declaration of Trust. The Trustees shall act by majority vote as prescribed in said Agreement and Declaration of Trust.
 3. That employers having collective bargaining agreements with AFTRA (other than the AFTRA Codes of Fair Practice for Network Television Broadcasting, Transcriptions, Commercial Network Radio and Sustaining Radio or any other or future AFTRA Code to which said Agreement and Declaration of Trust is annexed or in which it is incorporated by reference with the approval of the Trustees) may, with the unanimous approval of the Trustees, become contributing Producers and parties to the Trust Agreement; and by agreeing to be bound by the Agreement and Declaration of Trust, such other Producers, thereby appoint the Producer Trustees named in the Agreement and Declaration of Trust and/or their successors.
 4. That the plan of pension benefits adopted thereunder shall be subject to the approval of the Internal Revenue Service as a qualified plan. If any part of this plan is not approved by the Internal Revenue Service the plan shall be modified by the Trustees, but subject to the limitations set forth in this Contract, to such form as is approved by the Internal Revenue Service.
 5. That no portion of the contribution may be paid or revert to any Producer.
 6. That the Trustees of the Plans shall be authorized to allocate contributions made hereunder between the Health Plan and the Retirement Plan in amounts (expressed as dollars or percentages) that they may consider necessary and appropriate.
- D. Each Producer shall furnish the Trustees the information pertaining to the names, job classifications, Social Security numbers and wage information for all performers covered by this Contract, together with such other information as may be reasonably required for the proper, low cost and efficient administration of the AFTRA Health and Retirement Funds.
- E. Producer agrees to furnish a remittance report and to pay to the appropriate AFTRA Health and Retirement Fund Office the contribution specified in Subsection A. not later than fifteen (15) days (or a later date if agreed to by the Union) after the date payments are due as set forth in Section 43. of this Contract.
- F. These provisions for the AFTRA Health and Retirement Funds are in addition to (and not in substitution in whole or in part for) any existing pension and/or welfare funds covering any of the performers under this Contract; and no performer shall lose, in whole or in part, any of performer's rights or privileges under such other retirement and/or health funds by virtue of receiving or being entitled to receive benefits under the AFTRA Health and Retirement Funds; nor may any payments, rights or privileges available to a performer under the AFTRA Health and Retirement Funds be credited to any payments rights, or privileges under any other pension and/or welfare funds and *vice versa*. Based on the representations of advertising agencies

which sign Letters of Adherence that none of the performers covered by this Contract are within the coverage of any existing retirement and/or health funds maintained by advertising agencies and/or advertisers, the provisions of this subsection are not intended to apply to such advertising agencies and/or advertisers. Nothing herein shall preclude the Health Fund from applying coordination of benefits and/or subrogation provisions.

- G. No part of the Producer's contributions or the performer's benefits from the Health and Retirement Plans: a. may be credited against the performer's overscale compensation or against any other benefits or emoluments whatsoever that the performer may be entitled to, no matter what form such other benefits or emoluments may take, or b. are subject to any talent agency commission, or other deduction.
- H. The Producers and the Union hereby ratify and confirm the action of the Trustees of the AFTRA Health and Retirement Funds in amending the existing Agreement and Declaration of Trust, dated November 16, 1954, to provide coverage for the benefit of AFTRA employees and employees of the AFTRA Health and Retirement Funds upon terms and conditions established by the Trustees.
- I. Wherever the phrase "Agreement and Declaration of Trust" is used in this Section 46., the Trustees shall have the right in their discretion to construe said phrase as also meaning the plural.

47. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES

- A. Session fees, holding fees, use fees and all other compensation paid to Principal Performers covered by this Contract for or in connection with the making and use of commercials constitute wages and as such are subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Advertising agencies or others, such as production companies, payroll agencies, or loan-out companies, who assume the contractual obligation to make such payments shall also make the required payments, reports and withholding with respect to such taxes. Nothing herein shall relieve the Producer or Union of their respective obligations under this Contract.
- B. The period of service for which compensation is ordinarily paid to Principal Performers covered by this Contract is a 13-week period. The "part year employment method" of withholding as currently set forth in Section 31-3402(h)(4)-1(C) of the Internal Revenue Code and Regulations or any applicable successor Regulations, shall be utilized for any Principal Performer upon the performer's request provided that the Principal Performer qualifies for such method of withholding under the Internal Revenue Code and Regulations and the form of declaration for each such use shall be attached to the Principal Performer's employment contract.
- C. If Producer withholds taxes or makes any other payroll deductions which are not required or are in excess of the amount required by U.S. State or Federal law, Producer shall promptly reimburse Principal Performer the entire amount erroneously withheld upon Principal Performer's request and appropriate documentation, provided that the request is made during the then current calendar year.

48. PRINCIPAL PERFORMER'S RIGHTS VESTED

The right of a Principal Performer to compensation for the use of a commercial shall be a vested right and shall not be affected by the expiration of this Contract or by any act on the part of the Producer.

49. CONTRACT INCORPORATED IN PRINCIPAL PERFORMER'S INDIVIDUAL CONTRACT; WAIVERS

- A. The applicable provisions of this Contract shall be deemed incorporated in the individual contract of employment between Producer and each Principal Performer and Producer and the Principal Performer shall each be bound thereby as to all services performed after the effective date hereof. Nothing contained in this Contract shall be construed to prevent any Principal Performer from negotiating with and obtaining from any Producer better terms than are provided herein.
- B. No waiver by any Principal Performer of any of the terms of this Contract shall be requested of the Principal Performer or become effective unless the consent of the Union is first had and obtained. Such consent may be oral, but the Union agrees that all oral waivers will be confirmed in writing by it. Whenever the Producer is entitled to a waiver, the Union agrees to issue the same without cost.

50. REQUIRED RECORDS AND REPORTS

- A. Producers

1. All payments of compensation for the services of performers hereunder and for the use of commercials shall be made by check to the performer entitled thereto, and sent to the AFTRA office as provided in Section 43. A check voucher or statement in the standard form attached hereto as **Exhibit C** shall accompany each check and shall contain complete information identifying commercials, advertiser, dates, numbers of sessions, as well as unemployment insurance information, including employer of record, employer's address, state in which unemployment insurance is filed and state identification number. Producer shall place original commercial identification on first payment for each new commercial or permitted edited version which contains footage from the "original" commercial. Producer shall maintain adequate records showing each commercial produced and delivered by it hereunder, the name of the advertiser for whom it was made, the names of the performers employed therein, the amount of the session fee, the date of the performer's services, the date of delivery, and the number of commercials for which payment is required.
 2. Producer shall provide each Principal Performer employed under a guaranteed contract a statement not less frequently than quarterly which shall contain complete information detailing the amount of session fees, holding fees and use fees credited against the guarantee, including a complete description of the type of use as required by this Section 50.
 3. Producer shall furnish to the Union and to the Health and Retirement Fund Office a Production Report, in the form attached hereto and marked **Exhibit B**, within twelve (12) working days after the completion of the performer's services in the commercial. If any of the performers listed on such Production Report are employed by an advertising agency and not by the Producer, that fact shall be noted on the Production Report, and in such event the agency shall forthwith furnish to the Union copies of the individual employment contracts of such performers. The Producer shall note the employment of any minor on the Production Report submitted to the AFTRA Health and Retirement Funds. Upon delivery of the commercial or commercials, but in any event not later than thirty (30) days after the completion of the performer's service therein, the Producer shall give to the Union a copy of the Production Report containing the following additional information:
 - a. The production number or any other appropriate identification of the commercial or commercials delivered;
 - b. The number of commercials delivered and the date of delivery;
 - c. The number of versions of each commercial delivered;
 4. In case of grievances, disputes, or alleged disputes hereunder, Producer will make available to the Union for inspection, upon demand, all relevant production reports, records and Principal Performers' contracts and the Union will make available to Producer for inspection, upon demand, data relevant to the claim other than privileged or confidential information.
- B. Producers, Purchasers, Assignees and Transferees
1. Each Producer and each purchaser, assignee and transferee of a commercial produced under this Contract shall maintain adequate records showing each commercial delivered to it, the date of delivery, the name of the advertiser, the names of the performers appearing therein, payments made, date of first use and kind of use. In case of grievances or disputes arising under this Contract, such Producer and such purchaser, assignee or transferee will make available to the Union on reasonable notice all such records.
 2. Each Producer, purchaser, assignee or transferee of a commercial produced hereunder shall accompany each check given to a performer in payment for use with a check voucher or statement in the standard form attached hereto as **Exhibit C** containing the following:
 - a. Separate identification of each commercial by name of advertiser, product, date of original session and production or code number;
 - b. The type of use:
 - (1) If spot use, the dates of cycle and number of units used;
 - (2) If program use, the class of use, dates of cycle or dates of individual uses if usage is Class A;
 - (3) If cable use, the dates of cycle and number of units used;
 - (4) If Internet use, the dates of the term of use;
 - (5) If holding fee, voucher shall so state;

- c. Compensation for the use of each commercial shall be separately set forth;
 - d. The expiration date of the maximum period of use of a commercial;
 - e. The first check voucher shall also state the date of commencement of the first fixed cycle;
 - f. Producer shall place original commercial identification on first payment for each new commercial or permitted edited version which contains footage from the "original" commercial;
 - g. Unemployment insurance information, including employer of record, employer's address, state in which unemployment insurance is filed and state identification number.
- 3. A report for each commercial produced hereunder, in the form of **Exhibit B**, shall be furnished to the Union and to the Health and Retirement Funds Office of AFTRA by each purchaser, assignee or transferee, within fifteen (15) working days after the commencement of the second fixed cycle and at 13-week intervals thereafter, as long as any such commercial is used. In the event any purchaser, assignee or transferee of a commercial produced hereunder shall willfully and intentionally fail or refuse to keep such records or shall willfully and intentionally fail or refuse to make any payments due any performer, or shall be guilty of repeated and intentional breaches of any of its obligations hereunder, the Union, at its option, and in addition to all other remedies which it or any performer may have at law or equity, may after notice to such party giving a reasonable time to cure such default, order its members thereafter to refuse to perform services for any Producer in commercials which are to be made for such purchaser, assignee or transferee.
- 4. Whenever credit is taken for any prior overpayment, Producer shall report the pertinent data regarding such credit to the Union and to the Health and Retirement Funds office within fifteen (15) working days after the credit is taken. Such report shall include the detailed information required for reports of compensation payments to performers.
- C. Verification and Auditing

Producers shall be required to furnish to the Union on reasonable notice records to verify accuracy of payments to performers including the markets in which commercials are telecast and their use cycle dates or if Class A Program use, individual use dates, and other pertinent information.
- D. Testimonial and Endorsement Commercials Data

With respect to testimonial and endorsement commercials, on request of the Union, Producer shall supply documentary evidence establishing that the commercial is a testimonial or endorsement commercial necessitating the use of the actual person(s) giving the testimonial or endorsement.
- E. Broadcast Reporting Systems (Monitoring)
 - 1. In recognition of the essential value of developing accurate broadcast reporting systems, Producer agrees to honor reasonable requests from the Union for data and information necessary to evaluate such systems.
 - 2. Industry will make the effort to encourage the utilization of the Industry Standard Commercials Identification (ISCI) coding system or its successor, Ad-ID. The parties to this Contract endorse the utilization of uniform coding systems as being constructive.
 - 3. Producer shall promptly provide the Union upon its request, a copy of any commercial heretofore or hereafter produced under its collective bargaining agreement. If the commercial is not the subject of a specific claim, Producer shall nevertheless furnish a copy of the commercial to the Union upon its request, provided that **(a)** the commercial has been broadcast and **(b)** the Union will pay the actual cost for the copy of the commercial.
 - 4. The Joint Policy Committee and AFTRA shall establish a joint committee to investigate identification factors for commercials and the subsequent use of such factors.
- F. Notice of Production

If the Union has reason to believe that a Producer is evading the terms and conditions applicable to production, then, on written request from the Union, Producer shall supply reasonably in advance of production, information available regarding location(s), date and time of production, for whom such production is taking place (*i.e.*, agency and advertiser) and the number of performers expected to be used and other pertinent data.
- G. Production Time Reports

1. It shall be the required custom and practice to proffer a production time report ("the report") to all performers at the end of each day, which report may include other performers in the commercial(s) working that day, and which reflects time in and out, meal periods, hairdress, travel, etc., for such performer(s). Such report shall not be offered in blank but shall, in all cases, be filled in by Producer in ink. The performer(s) shall initial or sign such report in ink. The performer(s) may object to the accuracy of the information contained in the report. The signing or initialing of the report by the performer(s) shall not preclude the performer(s) from filing a timely claim.
2. If a Member Report is used in lieu of contracts for singers, a production time report shall not be required in such case.
3. A copy of the report for the previous week shall be sent to the Union no later than twelve (12) business days after the date of production.
4. In the event of repeated breach after written notice from the Union, liquidated damages in the amount of \$150 shall be payable to the Union for each breach thereafter. A breach is the failure to file a production time report.
5. In the event of a negotiated stunt adjustment, the amount of such adjustment shall be indicated on the Stunt Performer's production time report and initialed by both the Stunt Performer and the person authorized to negotiate such adjustment. The stunt adjustment may be inserted on the contract and initialed by both parties when the contract includes the production time report.

H. Labor Relations Contact

Each agency shall advise the Union of its designated Labor Relations contact to whom claims, notices and other matters may be addressed.

I. Bond or Certified Check

The Union reserves the right, in its sole discretion, to require the posting in advance of an adequate bond, cash or other security. The Union also reserves the right to require a Producer to make payment by certified check to the Principal Performers, delivered to the Union office at least twenty-four (24) hours in advance of the first call, to be held in escrow until due and payable under applicable provisions of this Contract.

J. Union Rules

Producer agrees that Producer has notice that the performer, if a member of the Union, must obey its rules. Producer admits specifically notice of the rule which requires the Union member to render services only upon a commercial where all the performers within AFTRA's jurisdiction are members in good standing of the American Federation of Television and Radio Artists, except as otherwise provided by law or this Contract. The Union agrees that it has no present rule and will make no future rule in derogation of this Contract.

K. Unfair Studios; Unfair Producers; Notice to the Union

1. Unfair Studios. Producers under this Contract acknowledge that they have notice that under the Union rules, no member of the Union may render services or give a performance for recording purposes in any studio or use the recording facilities of any studio unfair to the Union. Producers are not bound by such rules of the Union, but neither the Union nor the Union's members shall be subject to action for breach of contract or otherwise for complying with or enforcing such rules. Unfair studio shall be one with which the Union has a primary dispute.
2. Unfair Producers. This Contract represents the minimum terms and conditions of recording performers. Any Producer who employs performers and who breaches any terms or conditions of the Contract, may be regarded as unfair, and performers may be instructed without injury or damage to performers or the Union, not to work on commercials covered by this Contract for anyone who is unfair.
3. Anyone who employs performers who are declared to be unfair by any branch of the Associated Actors and Artistes of America upon action taken by the Associated Actors and Artistes of America may be declared unfair by the Union and artists may be instructed not to work for any such person. Artists may not be required to take direction from anyone who has been declared unfair under this provision.
4. Notice to the Union. Producer shall notify the Union of the names of all employers who use the Producer's recording facilities for the purpose of making commercials at least twenty-four (24) hours in advance of each recording session.

51. MEMBER REPORTS

Producer agrees to initial an "AFTRA Member Report" (**Exhibit E**) at the time of performance, which Report shall contain information similar to that called for in the Production Memorandum. It is understood that the duty and responsibility of filling out and filing the "AFTRA Member Report" is that of the performer or of the contractor in the case of group singers, the Producer being required only to initial the executed form.

52. PRODUCER, UNION AND PERFORMER RESPONSIBILITY

- A. It shall be the responsibility of the Producer faithfully to perform all its obligations hereunder, including but not limited to the employment of performers, Professional Recognition – Preference of Employment, Union Security provisions, prompt payment of the rates as hereunder provided, and the prompt and timely payments of the appropriate use fees.
- B. It shall be the responsibility of the Union faithfully to observe its obligations under this Contract, to encourage observance by its members, and to take appropriate disciplinary action against any member who knowingly or willfully violates this Contract and the terms of the performer's employment agreement including the exclusivity thereof when charges of such violations are filed by an aggrieved Producer. In no way does the above derogate from any right which the Producer, Union or the performer may have to seek separate redress for any breach.
- C. The Union will undertake to notify and inform its franchised agents of the mutual responsibility set forth herein and to encourage their adherence thereto in their relationship with performers and Producers.

53. INDEMNIFICATION

- A. Subject to the provisions of D., E. and F. hereof, in the event any other member of the cast, production staff, crew or any other person, firm or corporation shall suffer injury to his or her person and/or property, of any kind whatsoever by reason of, or as a result of the performance by any performer or Stunt Performer (hereinafter in this paragraph called "performer") of a stunt or act in the course and scope of the performer's employment under this collective bargaining Contract, under the direction and control of the Producer, Producer shall at all times indemnify and save the performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the performer may for any cause at any time sustain or incur by reason of such performance. In the event legal action is taken against the performer, either jointly with the Producer or alone, the Producer shall at the Producer's own cost and expense and without undue delay provide the defense of the performer in all such litigations.
- B. In any instance where a stunt coordinator is engaged pursuant to the requirements of this Contract, the stunt coordinator acting in the course and scope of the stunt coordinator's employment shall be entitled to indemnification in the same manner and to the same extent as a Principal Performer or Stunt Performer pursuant to A. above, subject to the following:
 - 1. The indemnification to a stunt coordinator shall be provided only by the Production Company or such other party who directly engages the stunt coordinator.
 - 2. Nothing herein contained shall be construed or used by any party as a basis for asserting whether or not stunt coordinators perform services covered by this Contract.
- C. In the event any legal action in the courts or before Administrative bodies results by reason of, or as a result of, any material or action of a performer included in a commercial in the scope and course of the performer's employment under this collective bargaining Contract, under the direction and control of the Producer, Producer shall at all times indemnify and save the performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the performer may for any cause at any time sustain by reason of such performance. In the event legal action, in the courts or administratively is taken against the performer either jointly with the Producer or alone, Producer shall at the Producer's own cost and expense and without undue delay provide the defense of the performer in all such litigation.
- D. The indemnity provided for in A., B. and C. above shall be limited to actions of the performer which the performer takes pursuant to the direction, control or request of the Producer or the Producer's designee, or material provided to the performer by the Producer or the Producer's designee. The performer shall similarly indemnify the Producer against any liability, loss, damages and costs, including reasonable counsel fees,

which the Producer may at any time sustain or incur by reason of any action taken by the Performer contrary to the direction of the Producer or outside the course and scope of the Performer's employment or by reason of any fraudulent material provided by the Performer.

- E. The indemnitee shall notify the indemnitor promptly in writing in case knowledge shall come to the indemnitee of any claim or litigation arising out of such performance and thereafter deliver to the indemnitor every demand, notice, summons, complaint or other process received by the indemnitee or the indemnitee's representative relating thereto.
- F. The indemnitor shall have the right to assume full and complete control of the defense of any claim or action. The indemnitee shall cooperate fully in the defense so provided by indemnitor of such claim or action, and upon the indemnitor's request, shall attend hearings and trials and whenever possible, assist in **a.** securing and giving evidence; and **b.** obtaining the attendance of witnesses at such hearings and trials.
- G. The indemnitee shall not make any settlement or compromises of any such claim or litigation without the prior written consent of the indemnitor. Any settlement or compromise by the indemnitee without indemnitor's prior consent of any such claim or litigations shall nullify indemnitor's obligation under A., B. or C. above.
- H. If the indemnitee has reason to believe that any indemnitor does not have financial resources sufficient to cover its indemnity under this Contract, then the indemnitee may require that insurance be provided so as to cover any reasonable liability which the indemnitor may incur. When the indemnitee is a performer, the Union may act on the performer's behalf in making a reasonable determination of financial responsibility.
- I. Nothing herein contained shall be construed to: (a) deprive indemnitor of any lawful defense to such claim or action including the defense that such claim arose by reason of indemnitees acts outside the scope of the performer's employment; or (b) expand Producer's liability to any person under the applicable Workmen's Compensation Law.

54. INDUSTRY-UNION STANDING COMMITTEE

The Standing Committee shall consist of five (5) Industry representatives and five (5) Union representatives. Three (3) Industry and three (3) Union representatives may act as the Committee. The Committee shall meet from time to time upon request of either party and may establish such regular meetings as it deems proper. The Committee shall have the following functions:

- A. To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration of this Contract, and as to any abuses or grievances, which arise during the term hereof, affecting Performer-Producer relationships generally and for which no remedy is provided for hereunder;
- B. To make every effort to prevent and remedy abuses arising under this Contract; to eliminate tensions; to promote cooperation and to assist in a mutual understanding of the problems of employer and employee;
- C. To discuss, investigate and make recommendations with respect to any and all other matters affecting the operation and application of this Contract and which will aid in promoting harmonious Performer-Producer relationships;
- D. To consider any cases of possible inequity arising out of exclusivity brought to its attention and to recommend specific action in reference thereto. While recommendations of the Committee shall not constitute precedents, they shall be recorded and made available to the contracting parties for future consideration;
- E. To review, in general, exclusivity clauses, the necessity and reasonableness of which are questioned by the Union and to make specific recommendations in reference thereto;
- F. To consider inequities arising out of "tie-in" for products other than those of the advertiser;
- G. To consider any cases of inequity brought to its attention arising out of contracts for the performance by the performer of additional services other than in television commercials or the method of contracting therefor;
- H. To consider and make recommendations concerning any problems, complaints and disagreements or interpretations arising under Section 7. Still Photographs; Section 10. Intended Use Notice; Section 14. Policy of Nondiscrimination/Diversity; and Section 26.I. Editing of Commercials;
- I. To review, revise and promulgate report forms and other records appropriate to carry out the purposes and provisions of this Contract;
- J. To study and evaluate practical methods of opening the casting process to Principal Performers not previously appearing in commercials;

- K. To study the issue of persons smoking at work and audition sites;
- L. To study the application of governmental rules and regulations and network and station practices which restrict the employment of professional performers particularly in connection with the restrictions which inhibit the engagement of professional performers in testimonial-type commercials and further to consult with network and station representatives and governmental officials and use its best efforts to bring about an application of such rules, regulations and practices which will enlarge employment opportunities for professional performers in such commercials;
- M. To consider any issue relating to the humane treatment of animals during the production of commercials;
- N. To study the problems of implementation in connection with insuring against liability arising out of injuries to persons or property during performance. During the negotiations, the Union proposed that insurance protection be provided performers by Producers against liability arising out of injuries to persons or property during performance. The Industry representatives agreed with the intent and purpose of that proposal but found that the implementation thereof was a problem. Accordingly, this problem was referred to the Standing Committee for resolution;
- O. To study and investigate problems arising out of independent casting agencies;
- P. To study and evaluate stunt qualifications or any ongoing safety issues;
- Q. To study methods by which a stunt coordinator can be indemnified when rendering services only as a stunt coordinator.
- R. The Industry-Union Standing Committee shall determine time limitations for the initiation of certain types of claims which shall be applicable on a trial basis. The Standing Committee shall also consider ways to expedite the resolution of claims, including the referral of certain claims to a mutually approved umpire.
- S. Improved procedures for Producer to verify a Performer's status with respect to Union Security shall be referred to the Standing Committee for study.

55. TRANSFER OF RIGHTS – ASSUMPTION AGREEMENT

- A. Upon the sale, transfer, assignment or other disposition by Producer of any commercials produced by the Producer hereunder, the Producer shall not be responsible to the Union or to any Union members for any payments thereafter due with respect to the use of such commercials or for a breach or violation of this Contract by such transferee, if the Union approves the financial responsibility of such transferee in writing, and if the Producer in the Producer's agreement with such transferee has included a provision substantially in the following form:

(SEE FORM ON FOLLOWING PAGE)

AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
Television Commercials Transfer of Rights--Assumption Agreement

Transferor:

Transferee:

(Company Name)

(Address)

(City, State, Zip)

(Company Name)

(Address)

(City, State, Zip)

This agreement is effective _____

Transferee hereby agrees with Transferor that all television commercials covered by this agreement (*listed below**) are subject to the **2003 American Federation of Television and Radio Artists Television Recorded Commercials Contract** under which the commercials were produced.

Transferee hereby agrees expressly for the benefit of AFTRA and its members affected thereby to make all payments of holding fees and use fees as provided in said Contract and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the AFTRA Health and Retirement Funds required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such television commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to telecast such television commercials shall be subject to and conditioned upon the prompt payment to the Principal Performers involved of all compensation as provided in said Contract, and AFTRA, on behalf of the Principal Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this agreement, Transferee agrees to give written notice, by mail, to AFTRA of each such subsequent transfer, etc. within 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to AFTRA a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

***COMMERCIALS COVERED BY THIS AGREEMENT:**

TITLE AND ID NUMBER	PRODUCT	SESSION DATE
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(List all other commercials on reverse side of this form)

(Company Name of Transferor)
By: _____
(Signature of Officer)

(Type Officer's Name and Title)
Date: _____

(Company Name of Transferee)
By: _____
(Signature of Officer)

(Type Officer's Name and Title)
Date: _____

Financial Information: (*Needed only if Transferee is not signatory to AFTRA*)

Transferee's Bank: Name _____ Branch _____
Address _____ City/Zip _____ Fax # _____
Phone _____ Staff Referral Acct. # _____ Acct # _____

APPROVED FOR AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

By: _____ Date: _____

- B. Where a Producer produces a commercial hereunder for an advertising agency signatory to this Contract or a Letter of Adherence hereto:
1. The advertising agency shall guarantee payment of the applicable daily base pay or session fee for such commercial;
 2. The advertising agency shall make all payments of holding fees and use fees and otherwise comply with this Contract with respect to such commercial;
 3. The Producer shall not be responsible to the Union or any Union member for any payments of holding fees and use fees or for any breach or violation of this Contract by the advertising agency; and
 4. The agreement set forth in Paragraph A. of this Section 55. need not be obtained.
- C. Principal Performers – Right to Reuse Compensation

It is the intention of the parties that the rights of Principal Performers to future compensation for the reuse of commercials made in accordance with the terms of this Contract shall not be affected by any sale, assignment, pledge, hypothecation, or other transfer of the commercial, or by any attachment, garnishment, bankruptcy, assignments for benefit of creditors, probate, or any other legal proceeding involving the Producer or Producer's successor in interest. Accordingly, it is expressly agreed that the right of any Producer hereunder to reuse any commercial made hereunder is subject to the condition precedent of the payment of all fees required by this Contract and that:

1. Any person acquiring all or part of the property rights of said Producer in such commercials by voluntary assignment shall do so subject to the same condition precedent; and
2. In the event of any involuntary assignment, whether by operation of law or otherwise, the Producer's rights in such commercials made hereunder shall be deemed personal and nonassignable, and no assignee thereof shall acquire any right to the reuse of such commercials, provided, however, that the Union agrees to permit the assignee in the event of any involuntary assignment, whether by operation of law or otherwise, to exercise all reuse rights upon payment to the Union members of reuse fees that may be due to them hereunder, and further, the assignee shall be deemed to have full title to the said commercials upon their executing an agreement with the Union whereby said assignee assumes the obligation of the debtor to the Union members who performed on the said commercials. Every Producer hereunder agrees to incorporate in any transfer of Producer's interest in a commercial the terms of this Section and to require the same undertaking on behalf of Producer's successor in interest.

56. LETTERS OF ADHERENCE

The term "Producer," as used in this Contract, includes advertising agencies who sign Letters of Adherence. Such Letters of Adherence shall constitute a binding obligation of any such advertising agencies and shall be delivered to the Union or to a Producer signatory hereto with a copy to the Union, and shall be in the following form.

This will set forth our understanding and agreement, and acknowledge receipt of a copy of:

2003 AFTRA TELEVISION RECORDED COMMERCIALS CONTRACT

The undersigned wishes to enjoy peaceful and pleasant relations with The American Federation of Television and Radio Artists (AFTRA) and its members and, to that end, in accordance with the uniform practice established by the Industry in its dealings with AFTRA, agrees to be bound by and conform to all terms and conditions specified in said document as if same were fully set forth herein (which document is referred to above). By signing this Letter of Adherence and returning a copy to AFTRA, the undersigned shall be deemed to have executed and agreed to said document. Further, the undersigned represents that it has read and is familiar with all the terms and conditions of said document.

Without limiting the generality of the foregoing, the undersigned agrees to all arbitration provisions of said document. While this Letter of Adherence is in full force and effect, we and AFTRA agree that pending arbitration and award there will be no stoppage of work relating to the dispute under arbitration and the parties agree that all awards rendered shall be binding upon them.

Further, the undersigned agrees to all the health and retirement provisions of said document and agrees to be bound by the AFTRA Health and Retirement Funds Agreement and Declaration of Trust, dated November 16, 1954, as thereafter amended, and abide by and conform to all the terms and conditions specified in the aforementioned Trust Agreement, including amendments thereto; and, more specifically, the undersigned hereby appoints the Producer Trustees named therein and/or their successors.

AFTRA reserves the right to review executed Letters of Adherence to determine if that Producer is a bona fide Producer of Television Commercials under the Television Recorded Commercials Contract. AFTRA reserves the right to reject the signatory status of any company that is not a legitimate Producer of Television Recorded Commercials.

We are enclosing two (2) copies of this Letter of Adherence. Kindly complete and sign one copy and return immediately to the AFTRA National Office.

NAME:	Pursuant to Section 55, you agree to abide by, conform to, and be bound by each and every provision of all Codes and Contracts listed unless the box next to a Code or Contract is marked by an "X". ☐ 2001-2004 New York Local Television Broadcasting Code ☐ 2001-2004 Chicago Local Television Broadcasting Code ☐ 2001-2004 Los Angeles Local Television Broadcasting Code ☐ 1998-2003 Commercial Radio Broadcasting Code and the New York, Chicago, Los Angeles and San Francisco Local And Regional Codes ☐ 2003 AFTRA Radio Recorded Commercials Contract
TITLE:	
COMPANY:	
STREET:	
CITY, STATE, ZIP:	
PHONE NO.: ()	
FED. TAX ID NO.:	

CHECK ONE: ☐ ADV. AGENCY ☐ MUSIC PRODUCER ☐ PUBLIC RELATIONS CO. ☐ RECORD COMPANY
☐ ADVERTISER ☐ PAYROLL COMPANY ☐ F/S/O (OR "LOAN OUT") CORPORATION
☐ BROADCAST OR CABLE STATION ☐ PRODUCER ☐ RECORDING STUDIO

Accepted and Approved: _____

Authorized Signature

Date

Print or Type Name: _____

Very truly yours,
AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Gregory J. Hessinger
National Executive Director

Additional copies of the codes are available on request at a nominal cost from the AFTRA National Office.

57. ARBITRATION

All disputes and controversies of every kind and nature whatsoever between any Producer and the Union or between any Producer and any performer arising out of or in connection with this Contract, and any contract or engagement (whether overscale or not and whether at the minimum terms and conditions of the Contract or better) in the field covered by this Contract as to the existence, validity, construction, meaning, interpretation, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Contract and/or such contract or engagement, shall be submitted to arbitration in accordance with the following procedure:

- A. The Union, acting on its own behalf or on behalf of any person employed under this Contract, or the Producer concerned, may demand such arbitration in writing. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If the parties cannot agree upon a single qualified person within five (5) working days after the demand for arbitration, the party demanding arbitration shall serve upon the other a notice which shall include the name of the arbitrator appointed by the party demanding arbitration. Within three (3) working days after such notice, the other party shall name its arbitrator, or in default of such appointment, such arbitrator shall be named forthwith by the Arbitration Committee of the American Arbitration Association and the two (2) arbitrators so selected shall name a third within a period of five (5) working days, and in lieu of their agreement upon such third arbitrator, the arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association. Each party shall bear its own arbitration expenses.
- B. The parties shall agree to the use of a predetermined list of single arbitrators in random order. If an arbitrator is not available for more than twenty-one (21) days another random selection shall be made. Until such time as the parties have agreed upon a panel of single arbitrators for use in any area in which the Union maintains an office, the foregoing provisions shall be applicable to the selection of arbitrators.
- C. The hearing shall be held on ten (10) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrator(s). The arbitration award shall be made within seven (7) days after the close of the submission of evidence, shall be final and binding upon all parties to the proceeding, and judgment upon such award may be entered by any party in the highest court of the forum, state or federal, having jurisdiction.
- D. The word "Producer" as used in this Contract includes any third person to whom a commercial has been sold, assigned, transferred, leased or otherwise disposed of. Any Producer including such third party "Producer" may file with the Union the name and address of an available person in New York City, or in Los Angeles, upon whom service of a demand for arbitration and other notices and papers under this paragraph may be made. If such name and address is not on file with the Union, or if although on file the named person is not available, the Producer irrevocably appoints the Secretary of the American Arbitration Association as the performer's agent to accept service and receive all notices, demands for arbitration and services of process in actions on the award in any suit by the Union or Union members. Producer further agrees that such notices, demands for arbitration and other process or papers may be served on the foregoing persons by registered mail sent to their last known address with the same force and effect as if the same had been personally served.
- E. The parties agree that the provisions of this paragraph shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute which arises during the period of this Contract and which is therefore arbitrable as set forth above. The arbitration provisions of this Contract shall, with respect to such controversy or dispute, survive the termination or expiration of this Contract.
- F. The Union shall be an *ex officio* party to all arbitration proceedings hereunder in which any performer is involved and may do anything which a performer named in such proceeding might do. Copies of all notices, demands, and other papers filed by any party in arbitration proceedings and copies of all motions, actions or proceedings in court following the award, shall be promptly filed with the Union.
- G. Nothing herein contained shall be deemed to give the arbitrator(s) the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Contract.
- H. It is the policy of the Union not to process unduly late claims.

58. NO STRIKE CLAUSE

Section 3. entitled "Strikes" of **Schedule B** hereof is by this reference incorporated herein and made a part hereof.

59. NOTICES

- A. All notices which the Producer desires or is required to send to a performer shall be sent to not more than two (2) addresses which the performer may designate, one (1) of which shall be the address which performer designates for the sending of payments on the performer's Standard Employment Contract. The Standard Employment Contract shall provide a place for inserting the address to which notices shall be sent to performer and to Producer.
- B. Performer and Producer shall notify the other in writing of any changes in address from those specified on the Standard Employment Contract.

60. EXTRA PERFORMERS

The provisions applicable to the employment of Extra Performers are set forth in **Schedule C**.

61. WAGE CONTROL

In the event any increase provided for hereunder becomes subject to wage control and needs governmental approval, and in the event it is deemed necessary to submit the wage adjustments made under this Contract to a governmental body or agency for approval, and they are to any extent disallowed, the amounts disallowed shall be paid retroactively as soon as payment may lawfully be made.

62. CONTRACT BINDING

With respect to commercials produced within the jurisdiction of the Union, this Contract shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignments or the like shall succeed to or become entitled to a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Contract, shall likewise bind domestic subsidiary advertising agencies and producers engaged in the production of commercials within the jurisdiction of the Union (including "House Agencies" of advertiser signatories); provided, however, if such subsidiary produces commercials for local advertisers in cities in which the Union has a local contract to represent the Union, then such Union local contract shall apply; and provided further that if there are no such local contracts then this Contract shall not apply to such subsidiary with respect to local production for local advertisers in that area.

63. PRODUCTION STAFF

- A. The following persons shall not be employed as principal performers with respect to the production of any commercial: persons on the payroll of the advertising agency; staff or crew of the production company; or any person involved in the casting process. This provision shall not be applicable **a.** to animal handlers (appearing in a scene in which they handle animals), **b.** to actor/directors, actor/writers, or actor/ producers, or singers engaged in similar activity, or **c.** in emergencies on location and in studios.
- B. Producer shall pay to the Union as liquidated damages an amount equivalent to the minimum applicable session fee for each commercial for which such person is employed during a single engagement, up to a maximum of two (2) such session fees.

64. TREATMENT OF ANIMALS

- A. The Producers confirm and reiterate their commitment to the principle that animals should be humanely treated during the production of television commercials.
- B. Any issue relating to this subject may be referred to the Industry-Union Standing Committee under Section 54. of this Contract.

65. ALTERNATE METHOD OF COMPENSATION

The parties agree to explore alternate methods of compensation for performers appearing in television commercials; the parties agree to meet for this purpose in sufficient time before October 2006 in order that meaningful exploration of alternate methods of compensation and agreement, if any, on this subject can be negotiated before October 29, 2006, the expiration date of the **2003 AFTRA Television Recorded**

Commercials Contract.

66. SEPARABILITY

- A. If any clause, sentence, paragraph, or part of this Contract or the application thereof to any person or circumstances, shall for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Contract, but shall be confined in its operations to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be our intent that this Contract would have been accepted even if such invalid provisions had not been included.
- B. The parties hereto recognize that from time to time during the course of their bargaining new laws have been enacted with provisions that have remained unclear, and several provisions of this Contract declaring established past practices have been readopted in the absence of any known problem or legal question. It has also been and is the intention of the parties to interpret and apply all provisions of the Contract in accordance with the requirements of law. To that end we declare that if any provision of the Contract is found to be in violation of law, this Contract shall be deemed modified or amended accordingly. All terms and conditions of this Contract are separable.

67. HEADINGS AND INDEX

The headings in this Contract and the Index attached hereto, are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

67. TITLE

This Contract shall be known as the **2003 AFTRA Television Recorded Commercials Contract.**

Accepted and Agreed:

PRODUCER

By _____

AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

By _____

DATED: _____

SCHEDULE A - WORKING CONDITIONS

1. ON CAMERA

A. Consecutive Employment

1. Other Than Overnight Location Employment

When an on-camera Principal Performer is employed, other than on an overnight location, consecutive employment shall not apply; however, unless Producer informs the performer at the time of hiring of the subsequent dates on which performer's services are to be rendered, performer's subsequent service dates shall be subject to the performer's availability.

3. Overnight Location Employment

- a. Employment of an on-camera Principal Performer on an overnight location shall be for consecutive days not including Saturday and Sunday, from the beginning of the performer's employment until completion of principal photography, subject to recall for retakes, added scenes or sound track, process shots, trick shots, or transparencies; provided that, if recalled for any such purposes, the Principal Performer shall be paid only for the day or days spent in performing such services.
- b. If, within a week after termination of a Principal Performer, the Principal Performer is recalled for purposes other than retakes, added scenes, etc., compensation shall be paid for time intervening between termination and dismissal. If the Principal Performer is not recalled until more than a week after termination, no compensation shall be due for intervening time; provided, however, that such exception to consecutive employment shall be available to a Producer only once with respect to each Principal Performer in a commercial.
- c. The Union will follow a liberal policy in granting waivers of consecutive employment when the Principal Performer is recalled within a lesser period than seven (7) days when warranted under the particular circumstances.
- d. Stunt performers and pilots shall not be entitled to consecutive employment.
- e. Principal Performers who are held over on location on Saturday or Sunday and do not work shall be paid straight time for each such day.

B. Overtime

A Principal Performer shall receive time and one-half for the ninth and tenth hours and double time thereafter, in hourly units. Principal Performers receiving more than two (2) times the session fee per commercial per day shall receive time and one-half instead of double time after the tenth hour. Except as otherwise herein provided, makeup, hairdress, wardrobe or fittings shall be work time for all purposes including overtime.

C. Engagement

1. A Principal Performer shall be considered definitely engaged in any of the following events:
 - a. When the Principal Performer is given written notice of acceptance;
 - b. When a form contract signed by the Producer is delivered to the Principal Performer; or when a form contract unsigned by Producer is delivered to a Principal Performer and is executed by Principal Performer and returned to Producer within forty-eight (48) hours;
 - c. When a script is delivered to the Principal Performer; however, this does not include delivery of a script for a test audition or interview, nor the submission of a script for the purpose of permitting the performer to see if the performer desires the engagement;
 - d. When the Principal Performer is fitted; this shall not apply to wardrobe tests;
 - e. When the Principal Performer is given a verbal call which the performer accepts;
 - f. When the Principal Performer is told the performer will be used but no date is set;
 - g. When the Principal Performer is told not to accept an engagement for a commercial advertising a competitive product or service.

2. Neither auditions nor interviews shall constitute an engagement.
 3. When a Principal Performer is engaged and not used for any reason other than the performer's default, illness or other incapacity, the performer shall be entitled to a session fee or the performer's guarantee, whichever is greater. If the Principal Performer who is selected is unavailable when called to render actual services, the performer shall not be entitled to a session fee.
 4. A Principal Performer who is replaced in a commercial for reasons other than the performer's default, illness or other incapacity, after commencement of the performer's services pursuant to the performer's engagement and before the completion of engagement, shall receive the performer's guarantee, or a session fee in addition to payment for services rendered to that time, whichever is greater.
- D. Postponement and Cancellation of Calls
1. The Producer shall have the right to cancel any call without payment because of impossibility of production due to "*Force Majeure*."
 2. The Producer shall have the right upon twenty-four (24) hours' notification (except that such notification may not be given on a Saturday, Sunday, or holiday) to postpone a call to a mutually acceptable date within a period of fifteen (15) working days after the original date. In the event of such postponement, an amount equal to one-half the applicable session fee shall be paid to the Principal Performer. In the event production does not take place within said fifteen (15) day period, then another payment equal to one-half the applicable session fee shall be paid to the Principal Performer and Principal Performer is thereupon released.
- Only one such postponement shall occur during the fifteen (15) working day period specified above. None of the payments provided for herein which become due by reason of postponement or cancellation of calls may be credited against session fees payable to Principal Performer as a result of services rendered when production does take place.
- E. Rest Period
1. The Principal Performer shall be entitled to a twelve (12) hour consecutive rest period from the time the performer is finally dismissed until the performer's first call thereafter, whether for makeup, wardrobe, hairdress or any other purpose.
 2. The above provisions regarding the rest period shall be subject to the following exceptions (provided however that exceptions a, c and d do not apply to minors [*See Section AA 8, Work Hours and Rest Time*]):
 - a. Where the Producer is photographing on a nearby location and exterior photography is required, the twelve (12) hour rest period may be reduced to ten (10) hours, but such reduction may not again be allowed unless a day without such reduction intervenes. The reduction to ten (10) hours in the circumstances described applies only if both of the days between which the rest period intervenes are spent on a nearby location.
 - b. Where a Principal Performer arrives at the performer's place of lodging on an overnight location after 9:00 P.M. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of twelve (12) hours, but the first call must be at the place of lodging.
 - c. Where more than one night's travel (by ordinary means of transportation) is required to reach a location and the Principal Performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling to or from such location shall not be work time or travel time for purpose of computing the twelve (12) hour rest period.
 - d. Where an overnight trip to or from location is required, and the same takes at least seven (7) hours to reach, and the Principal Performer is given a berth on a boat or train, or if the Principal Performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period.
 - e. Where a Principal Performer is on an overnight location and is to be transported to and from a

sub-location, the rest period may be reduced to the extent of travel time to and from the sub-location, but in no event by more than one-half (½) hour at the beginning and one-half (½) hour at the end of such day; but if the rest period is reduced to ten (10) hours under subparagraph b above, no additional half hour may be deducted at the beginning of work on such day. The first call at the lodging for work (including makeup, hairdress, wardrobe, or travel) determines the time of first call for the next day for the purpose of computing the rest period.

3. The Principal Performer may waive the rest period without the Union's consent, but if the performer does so, the performer shall be entitled to liquidated damages of a session fee or \$500, whichever is the lesser sum. The Principal Performer may be required to waive the rest period if the violation is not over two and one-half (2½) hours. The above liquidated damages of a session fee or \$500, whichever is the lesser sum, shall be automatically incurred in any case in which the Principal Performer waives the rest period. The liquidated damages may not be waived without the consent of the Union.
4. Singers shall be given a five (5) minute rest period in each hour of recording. All on-camera Principal Performers shall be given a five (5) minute rest period in each hour of photography.
5. A minor shall be given a 15-minute rest period in every two-hour period of the work day.

F. Makeup, Hairdress, Wardrobe and Wardrobe Allowance

1. The Producer may require any Principal Performer to report made up, with hairdress and/or in wardrobe, without assistance from the Producer, and in such case, any time spent by the Principal Performer therein prior to the Principal Performer's first call shall not be work time for any purpose, but the Producer may not have the Principal Performer do any such preparation at any place designated by the Producer. The mere fact that a dressing room is furnished the Principal Performer, to which the performer is not directed to report, is not a designation of a place for preparation. In the case of wardrobe, for this subsection to apply, the Principal Performer must be either allowed to take home the wardrobe or must be furnished a dressing room and the wardrobe must be available to the Principal Performer in the dressing room. Any call by the Producer for makeup, hairdress or wardrobe is a call to work and not within the exception made within this subsection. Any principal performer to whom Producer supplies the services of a makeup artist for makeup, or hairdresser for hairdressing, shall be considered to have a call for makeup or hairdress.
2. Where the Principal Performer has reported pursuant to a call for makeup, hairdress or wardrobe, the time so spent shall be work time.
3. Producer shall either provide any special hairdress required or, in the event Producer requires a Principal Performer to furnish such special hairdress necessitating an expenditure, Producer shall provide an advance covering the expenditure at facilities designated by Producer.
4. Where makeup or hairdress, other than ordinary street makeup or hairdress, is required by Producer, a professional shall be provided for the purpose of applying and maintaining such makeup and hairdress.
5. On-camera Principal Performers who supply specified personal wardrobe worn during rehearsal or production shall receive a maintenance fee for such wardrobe at the following rates:
Non-evening wear \$16.90 per costume change
Evening wear \$28.20 per costume change
6. Wardrobe supplied by the on-camera Principal Performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of Producer, provided that notice of such damage or loss is given Producer within a reasonable time. In the event the damaged or lost article is covered by insurance, Producer's liability shall be limited to the difference between the Principal Performer's insurance recovery and its cost of replacement or repair. Producer may, at the Producer's option, require that Principal Performer leave valuables in a secure place to be provided by Producer. If Principal Performer fails to take advantage of such a facility, the performer shall forfeit the right to recovery under this subsection. In the case of loss or damage, reimbursement shall be made by Producer within four (4) weeks.
7. Stunt doubles shall be provided with duplicate properly fitting wardrobe which shall be properly

cleaned after prior use by another performer.

8. Adequate facilities shall be provided for removing makeup and hairdress, which may be the same facilities used for applying makeup and hairdress. Time spent in removal of complicated or extraordinary makeup or hairdress, but not ordinary makeup and hairdress, shall be work time, and shall be paid at straight time in hourly units.

G. Work Time - Definition and Exceptions

1. For the purpose of ascertaining and computing hours of work, the rest period and overtime, the period from the time the Principal Performer is required to and does report as directed, until the time such Principal Performer is finally dismissed for the day, shall constitute work time, continuously and without interruption, except as follows:
 - a. Allowable meal periods, as provided by Subsection H.;
 - b. Casting or audition calls, as provided by Subsection I.;
 - c. Individual voice and photographic tests, as provided by Subsection J.;
 - d. Fittings, as provided by Subsection K.;
 - e. Story, song and production conferences, to be the extent provided by Subsection L.;
 - f. Study of lines or script, to the extent provided by Subsection M.;
 - g. Interviews for publicity purposes, as provided by Subsection N.;
 - h. Publicity stills, to the extent provided by Subsection O.;
 - i. Makeup, hairdress and/or wardrobe, to the extent provided by Subsection F.;
 - j. Travel time, to the extent provided by Subsection X..
2. Any period during which the Principal Performer fails or refuses or is unable because of disability to render services, and any period during which the Principal Performer, at the performer's own request, is excused from rendering services, shall not be work time for any purpose.
3. After the Principal Performer has been employed, and after the starting date of such employment, none of the provisions of this subsection shall break the continuous employment of such Principal Performer.

H. Meal Periods

1. Allowable meal periods shall not be counted as work time for any purpose. The Principal Performer's first meal period shall commence within six (6) hours following the time of the performer's first call for the day; succeeding meal periods of the same Principal Performer shall commence within six (6) hours after the end of the preceding meal period. A meal period shall not be less than one-half hour nor more than one (1) hour in length. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no liquidated damages for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no liquidated damages for the violation, but if such delay shall continue beyond one-half hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time.
2. If on location and after commencement of work time, the company is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, then the first meal period may be six (6) hours from such breakfast.
3. If by reason of a long makeup, wardrobe or hairdress period of a Principal Performer, application of the rule would require calling a meal period for such Principal Performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such Principal Performer before the time for the performer's set call, it being understood that no deduction shall be made for work time for such

period; it is further understood, however, that such Principal Performer shall be given a meal period within six (6) hours from the time such food is made available to the Principal Performer.

4. The liquidated damages to each performer for meal period violations shall be:
- | | |
|---------------------------------|---------|
| First half hour | \$25.00 |
| Second half hour | \$25.00 |
| Third half hour | \$50.00 |
| Each additional half hour | \$50.00 |

I. Casting and Auditions

1. Auditions

- a. An audition for a given commercial or commercials must be scheduled by Producer for a specific time and the Principal Performer or the performer's representative notified thereof. A call to the Principal Performer's representative shall be deemed sufficient.
- b. A standard Audition Report Form, **Exhibit F** to this Contract, shall be used for all auditions.
- c. This Audition Report Form shall provide for information regarding ethnicity, sex, disability and age range and shall include a written statement informing the Principal Performer of the purpose for requesting such information and that compliance is on a voluntary basis. The Producer's signature on the Audition Report Form shall not constitute a verification of the information supplied by the Principal Performer referred to herein and the form shall so state.
- d. The Audition Report Form shall also provide for the following information:
 - (1) Intended use.
 - (2) A declaration to be signed by an authorized representative of Producer stating:

"This recorded audition material will not be used as a client demo, an audience reaction commercial, for copy testing or as a scratch track without payment of the minimum compensation provided for in the Commercials Contract and shall be used solely to determine the suitability of the performer for a specific commercial."
 - (3) The name of the Principal Performer who is hired, if known, at the time the Audition Report Form is filed pursuant to this Subsection I.1.
 - (4) Whether the audition is for an on-camera or off-camera Principal Performer or for a radio commercial.
 - (5) The name of the responsible person or persons who may be contacted by the Union to ascertain the use made of the recorded audition material, unless the Producer has informed the Union in writing of the person designated to handle all such inquiries.
- e. If the name of the Principal Performer who is hired is not provided in the Audition Report Form which is filed pursuant to Subsection I.1.d. (3), the Union may, within sixty (60) days after the filing of the Audition Report Form and by reference to specific Audition Report Form(s), request information **a.** as to whether a Principal Performer was hired and the performer's name; and **b.** to verify compliance with the Declaration referred to in subparagraph d (2) above. Such information shall be provided within sixty (60) days of the request by the Union. The Union may at any time make inquiries regarding compliance with equal employment obligations.
- f. It shall be the responsibility of Producer to provide such forms which must be properly completed and mailed to the nearest Union office on the first and fifteenth of each month. It shall be Producer's responsibility to examine all Audition Report Forms before mailing, inasmuch as all overtime and callback data shall be presumed correct unless Producer notes otherwise.
- g. In the event of consistent and repeated failure to comply with the foregoing, after written notice from the Union, liquidated damages in the amount of \$150.00 shall be payable to the Union. Failure to mail Audition Report Forms on any due date is a breach.
- h. If, at either a first or a second audition, the Principal Performer is required to remain for more than one (1) hour from the time of call or arrival, whichever is later, the performer shall be compensated

for all time on said call in excess of one (1) hour, at straight time, in one-half hour units, at the rate of \$33.45 per unit.

- i. A third audition shall be not less than two (2) hours, for which the Principal Performer shall be paid a minimum fee of \$133.75. For all time in excess of two (2) hours, the Principal Performer shall be paid at straight time in one-half hour units, at the rate of \$33.45 per unit.
- j. A fourth and all subsequent auditions shall each be for not less than four (4) hours, and the Principal Performer shall be paid a minimum fee of \$267.50 for each such audition. For all time in excess of four (4) hours, the Principal Performer shall be paid at straight time in one-half hour units, at the rate of \$33.45 per unit.
- k. Health and Retirement contributions shall be paid on all compensation payable to the Principal Performer hereunder for all audition calls.
- l. If any on-camera audition is videotaped, filmed or viewed over closed-circuit television, and the Principal Performer is given lines to speak, the performer shall be provided with legible cue cards or a mechanical prompting device.
- m. If the Principal Performer is required to memorize lines for an audition which the performer has been given to learn outside the studio, the performer shall be compensated at one-half (½) of the session fee.
- n. Improvisations During Auditions
 - (1) If a Principal Performer is to be required to improvise during an audition, the performer shall be so advised prior to the audition.
 - (2) When a Principal Performer is required to improvise during an audition, such audition shall be deemed an ad lib or creative session call from the inception of such audition call, and the Principal Performer shall be paid for such services as set forth in subparagraph 2.a. of this Subsection I. (Ad Lib or Creative Session Calls).
 - (3) Definition: Ad Lib or Creative Session Call. Any request of a Principal Performer to devise dialogue shall be deemed an ad lib or creative session call. Where no dialogue is involved, the session shall be deemed an ad lib or creative session call when Principal Performer is requested to devise action not provided by the script, story board or by specific direction.
- o. If there has been no agreed salary before the auditions and if the Principal Performer and Producer cannot agree, the salary rate at which the performer shall be compensated for such excess time shall be determined by arbitration.
- p. If the Principal Performer reads or speaks lines which the performer has not been given to learn outside the studio, without photography or sound recording, the same shall constitute an "audition."
- q. Mass auditions shall be prohibited. In addition, auditions shall be conducted in private.
- r. If an audition is videotaped, it is agreed that such videotaped audition shall be used only to determine the suitability of the Principal Performer for a specific commercial.
- s. A recorded audition used as a scratch track shall be paid at the demo fee.
- t. When a Principal Performer is given an audition call, the performer shall be given complete information as to the anticipated use of the commercial, nature of the role or roles to be cast and the nature of the performance desired and shall also be advised of unusual working conditions, work involving animals, stunts, hazardous work or conditions (such as dancers performing knee work), improvisations and required nudity. In the event that dancers will be required to perform on a non-standard surface, notice of such shall be given at the time of audition and hire.
- u. Producer may not require a Principal Performer to wear specific wardrobe to an audition. However, Producer may provide a Principal Performer with information concerning the social scale of the role to be cast, the activity involved or other information which might affect the Principal Performer's choice of attire for the audition.
- v. Principal Performers shall be provided with scripts or storyboards at time of audition sign-in. An

ample supply of scripts or storyboards shall be available at auditions. In the event there are problems with respect to the confidentiality of the material, cue cards may be used.

w. Adequate seating shall be provided at all auditions.

2. Ad Lib or Creative Session Calls

An "Ad Lib or Creative Session Call" is a work call involving ad lib or improvisational performances where no script is provided, or when a Principal Performer is required to deviate substantially from a prepared script in a manner created or conceived by the Principal Performer, or to invent situations which the performer performs. The Principal Performer shall be paid for such services as follows:

- a. Where the Principal Performer is not required on such call to perform services in the production of commercial or commercials, the Principal Performer shall be paid a minimum fee of \$212.05 which shall be deemed compensation for one (1) hour of such improvisational services. For all time spent in excess of one (1) hour, the Principal Performer shall be paid in one-half hour units, at the rate of \$106.05 per unit.
- b. Where the Principal Performer is required on such call to perform services in the production of a commercial or commercials, the performer shall be paid, in addition to the performer's session fee, an additional 50% of such session fee for each commercial in connection with which the performer renders such ad lib or creative services and such additional fee or fees may not be credited.
- c. Definition: Ad Lib or Creative Session Call. Any request of a Principal Performer to devise dialogue shall be deemed an ad lib or creative session call. Where no dialogue is involved, the session shall be deemed an ad lib or creative session call when Principal Performer is requested to devise action not provided by the script, storyboard or by specific direction.

J. Individual Voice and Photographic Tests

A Principal Performer may be given an individual voice or photographic test without compensation, subject to the following limitations:

1. The Principal Performer's services may not be required for more than one (1) hour, including waiting time. If more than the above specified time is required, the Principal Performer shall be paid for all excess time in hourly units not less than scale.
2. The Principal Performer may not be required to read or speak lines which the performer has been given to learn outside the studio.
3. The results of the Principal Performer's services may be used only for the purpose of testing the individual voice or photography of the Principal Performer, and the Producer shall give the Principal Performer a written statement that such results will be used for no other purpose without the written consent of the Principal Performer. If the Principal Performer gives such consent, the use of such material shall be subject to all of the provisions of this Contract.
4. This subsection permits the making of individual tests only and not mass or group tests, nor audition recordings.
5. This subsection does not apply to fittings, wardrobe or makeup tests, which are subject to Subsection K. hereof.

K. Fittings, Wardrobe Tests, Makeup Tests

1. Time spent by a Principal Performer in fittings shall be paid for as follows:
 - a. Fittings on the Same Day That the Principal Performer Works:
 - (1) Time spent in such fittings shall be work time and part of the Principal Performer's continuous day the same as wardrobe.
 - (2) If four (4) hours or more intervene between the end of the fitting call and the beginning of the work call, and the Principal Performer is dismissed in the interim, the fitting shall be paid for as though it were on a prior day on which the Principal Performer did not work.

b. Fittings on a Day Prior to Work:

Where a Principal Performer is fitted on a day prior to the day on which the performer works, the performer shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Principal Performers receiving more than two (2) times the session fee per commercial per day shall not be entitled to any compensation for such fittings.

c. Principal Performer Fitted and Not Used:

If the Principal Performer is fitted and not used in the commercial for which the performer was fitted, the performer shall be entitled to one (1) day's pay; such Principal Performer shall not be entitled to any further compensation.

d. A call to determine whether Principal Performer's own wardrobe is appropriate shall be deemed covered by the provisions of this Subsection K.

2. Wardrobe Test and Makeup Test:

a. If a Principal Performer is given a makeup or wardrobe test and not used in the commercial for which the performer was tested, the performer shall receive one half session fee for each day on which the performer is given such test.

b. If a Principal Performer is given a makeup or wardrobe test and is used in the commercial for which the performer was tested, the performer shall be paid as follows:

(1) Tests on the Same Day That the Principal Performer Works:

Time spent in such tests shall be work time and part of the Principal Performer's continuous day the same as fittings.

(2) Tests on a Day Prior to Work:

Where a Principal Performer is given a makeup or wardrobe test on a day prior to the day on which the performer works, the performer shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Principal Performers receiving more than two (2) times the session fee per commercial per day shall not be entitled to any compensation for such tests.

L. Story, Song, and Production Conferences

Story, song and production conferences on any day on which the principal is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of Principal Performers.

M. Study of Lines or Script

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

N. Publicity Interviews

Time spent by the Principal Performer in publicity interviews, whether on a day the Principal Performer works or otherwise, shall not be counted as work time for any purpose, but the Principal Performer shall be under no obligation to report for such interviews.

O. Publicity Stills

If the Producer desires the services of the Principal Performer in making publicity stills, the Principal Performer agrees to render such services. If the Producer desires such services of the Principal Performer without the payment of compensation therefor, it may request from the Union a waiver for such purpose, and the Union agrees to grant such waiver if it considers it to be of benefit to the Principal Performer. If the Union does not grant such waiver, and the Producer uses the services of the Principal Performer for publicity stills, the Principal Performer shall be paid for such services a minimum of two (2) hours' compensation, and for time in excess of two (2) hours in hourly units.

P. Rehearsal Time

1. The reading of lines, acting, singing or dancing, in preparation for the Principal Performer's

performance, in the presence and under the supervision of a representative of Producer, constitutes a rehearsal. Rehearsals shall be counted as work time. [See *Agreed Interpretation 15, page 126.*]

2. Auditions, tests, makeup and wardrobe tests do not constitute rehearsals.
3. The Union agrees to freely grant waivers for the training of a Principal Performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the Principal Performer and the Producer, subject to the approval of the Union.
4. Neither tests, auditions, fittings, publicity stills, preproduction stills, prerecordings, nor training under paragraph 3 above, after employment, but before the starting date of such employment, shall start the employment period of such Principal Performer. Compensation, if any, for any of such services shall be as otherwise provided herein.

Q. Night Work

1. Night work is defined as work between 8:00 P.M. and 6:00 A.M., except that a first call for the day at 5:00 A.M. or thereafter shall not constitute night work.
2. The Principal Performer shall receive premium pay for each hour of night work equal to ten percent (10%) of the performer's hourly rate for such hours. In the computation of such premium pay, the hourly rate of the Principal Performer for such hours is first determined and ten percent (10%) thereof is added as the night work premium.

R. Saturday and Sunday Work

For work on Saturdays and Sundays, a Principal Performer whose rate is two (2) times the session fee per commercial per day or less shall receive double the amount the Principal Performer would receive for a week day; and a Principal Performer whose rate is more than two (2) times the session fee per commercial per day shall receive one and one-half (1½) times what the performer would receive for a week day. Overtime shall be paid at the same rate as for the first eight (8) hours. Principal Performers who are held over on location on Saturday or Sunday and do not work shall be paid at straight time for each such day.

S. Work on Holidays

1. If a Principal Performer works on any of the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (Presidents' Day), Memorial Day, July Fourth, Labor Day, Thanksgiving Day or Christmas, the performer shall receive double what the performer would receive for a week day. Whenever any of said holidays falls on a Sunday, such holiday, for all purposes herein, shall be deemed to fall on the Monday next succeeding.
2. If a Principal Performer is required to spend any of the holidays above mentioned on an overnight location and does not work, the performer shall receive a session fee.
3. Overtime shall be paid at the same rate as for the first eight (8) hours.

T. Weather Permitting Calls

Weather permitting calls are allowable for Principal Performers subject to the following limitations and conditions:

1. Weather permitting calls shall not be issued for stages in studios.
2. A Principal Performer receiving two (2) times the session fee per commercial per day or less shall be paid a half check upon the cancellation of any weather permitting call. This check shall entitle the Producer to hold the Principal Performer for a period not exceeding four (4) hours. The Principal Performer shall receive a half check for each additional four (4) hours, or portion thereof, during which the performer is held by the Producer. During this waiting period the Producer has the privilege of putting Principal Performers into costumes, rehearsing, or making other use of their services. If, however, any recording or photographing is done, whether still pictures or otherwise, the Principal Performer shall be paid the agreed daily wage.
3. Weather permitting calls may not be issued to a Principal Performer after the commencement of photography, and the fact that a weather permitting call or calls have been issued before the commencement of photography shall not cause the consecutive employment provisions of these rules to come into effect.

4. At the time of acceptance by a Principal Performer of a weather permitting call, the Principal Performer shall advise Producer of any possible conflict for immediate subsequent days.

U. Stunt Adjustment

Unless otherwise bargained for at the time of the engagement, a Principal Performer not called as a stunt performer shall receive an adjustment of not less than an additional session fee per commercial in which Principal Performer performs a stunt on any day. In no event shall the Principal Performer ever receive less than the stunt performer's daily minimum on the day the Principal Performer does the stunt. Overtime compensation on such day shall be based on the Principal Performer's aggregate compensation for such day, except for travel time which shall be based upon the session fee.

V. Prerecordings

Prerecordings, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a Principal Performer, such Principal Performer shall be paid for the day or days on which the performer renders services in connection with prerecordings.

W. Preproduction Stills

Preproduction stills, including rehearsals and preparations therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a Principal Performer; such Principal Performer shall be paid for the day or days on which the performer renders services in connection with preproduction stills.

X. Travel Time

1. Travel time is time spent traveling between the place of reporting and the location and, if applicable, the time between the location and the place of housing.
2. For the purpose of computing travel time, the workday commences immediately upon arrival at location. At the conclusion of the eight (8) hour workday, overtime for additional work is payable in accordance with Subsection B. Overtime, above. Payment for travel time, if it exceeds the eight (8) hour workday, is computed as prescribed in paragraphs 6.b and 7.b below, except as provided in paragraph 5.
3. In no event shall payment for travel exceed eight (8) hours in one day.
4. Travel time on Saturdays, Sundays and the holidays enumerated in this Contract shall be paid at time and one-half.
5. Travel to Location
 - a. A day when no services are rendered by the Principal Performer shall be paid as follows: Payment of \$535.00.
 - b. A day when services are rendered by the Principal Performer shall be paid as follows: Payment of \$16.70 for each quarter hour or fraction thereof, if such time exceeds the eight (8) hour workday.
 - c. With respect to New York City and Los Angeles, travel to the major airports is fixed and established as follows, and must be added to any other time spent traveling during the same day and paid for as required in Schedule A, Subsection X., paragraphs 6. and 7., as appropriate:

La Guardia, New York	½ hour
John F. Kennedy International or Newark International.....	1 hour
Los Angeles International.....	1 hour
6. Travel from Location
 - a. A day when no services are rendered by the Principal Performer shall be paid as follows: Payment of \$535.00.
 - b. A day when services are rendered by the Principal Performer shall be paid as follows:
 - (1) Payment of \$16.70 for each quarter hour or fraction thereof beyond the eight (8) hour work

day and any work related overtime (if any).

(2) Payment of \$25.10 for each quarter hour or fraction thereof beyond the eight (8) hour workday and any work related overtime (if any) which is past midnight.

(3) Time intervening between completion of a Principal Performer's work on any one (1) day and commencement of travel on the same day, shall be computed at straight time (*i.e.*, as travel time).

c. With respect to New York City and Los Angeles, travel from the major airports is fixed and established as follows, and must be added to any other time spent traveling during the same day and paid for as required in Schedule A, Subsection X., paragraphs 6. and 7., as appropriate.

La Guardia, New York ½ hour
John F. Kennedy International or Newark International..... 1 hour
Los Angeles International..... 1 hour

7. A Principal Performer shall be dismissed at place of reporting, not on location.

8. Reasonable meal periods shall be given during traveling and allowable meal periods of not less than one-half (½) hour nor more than one (1) hour each shall be deducted from travel time.

9. Reasonable lodging must be provided on overnight locations. First-class transportation, where more than one class is available, must be provided. So-called "commuter service," confined to a distance of 500 miles, such as New York to Washington, D.C., shall be deemed first-class transportation. For air travel of 1,000 or more air miles, First Class transportation shall be provided. For air travel under 1,000 miles, Coach Class service may be provided.

10. Meals must be provided on all locations. All Principal Performers shall be entitled to a basic \$55.15 per diem meal allowance on locations which shall be not less than the following:

Breakfast..... \$10.50
Lunch \$15.70
Dinner \$28.95

The Producer shall have the right to deduct from the per diem meal allowance the appropriate amount for each meal furnished.

11. Studio Zones:

a. In Los Angeles the studio zone is defined as any place within thirty (30) miles of the intersection of Beverly Blvd. and La Cienega Blvd. Principal Performers may be required to report anywhere within such Los Angeles studio zone provided that when the place of reporting is other than the Producer's studio, Principal Performers shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income, computed from the studio to the place of reporting and from the place of reporting back to the studio. In the event that the street parking in the area within a reasonable distance of such place of reporting within the Los Angeles studio zone is restricted by law or ordinance or that free parking facilities are otherwise not available within a reasonable distance of such place of reporting, then the Producer shall make arrangements so that the Principal Performer so required to report may park within a reasonable distance thereof, at no expense to such Principal Performer.

b. In New York City the studio zone is defined as any place within a radius of eight (8) miles from Columbus Circle. However, if a Principal Performer is asked to report to a pickup spot, such spot must be between 23rd Street and 59th Street, bounded by the East River and the Hudson River.

c. In all other areas where the Union has established locals, the studio zone shall be that zone defined by the contract between the Locals and the Producers therein located, and in default of such agreement the studio zone shall be the subject of negotiation at the request of either party and, if there is failure to agree, by arbitration. When Principal Performers are required to report anywhere within thirty (30) miles of the center of the studio zone established for such Local other than the Producer's studio, Principal Performer shall be paid a travel allowance.

The travel allowance shall be computed on the number of road miles for a round trip between the place of reporting and the studio at the maximum rate per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income.

12. The provisions of this Subsection X. shall apply whenever Principal Performer is required to travel to a site more than twenty-five (25) miles from the center of the studio zone established for the city in which the performer resides or to which the performer is most proximate at the time of hiring or engagement, regardless of whether such site is within the studio zone of another city.
13. Nothing in this Subsection X. shall be deemed to break the consecutive employment of a Principal Performer.

Y. Tours and Personal Appearances

Tours and personal appearances made in connection with employment in commercials hereunder shall be in accordance with the following:

1. Nearby Locations: Principal Performer shall be paid one-half (½) the session fee for up to four (4) hours' time; if over four (4) hours of the Principal Performer's time is required, the Principal Performer shall be paid a session fee.
2. Overnight Locations: Principal Performers shall be paid a session fee.
3. When the Principal Performer is required to travel, the performer shall be provided first-class transportation and reasonable expenses. A per diem of \$68.65, depending on the circumstances, shall be deemed reasonable.
4. Producer shall cooperate to see that the Principal Performer receives adequate meal periods and rest periods when on tours and personal appearances.

Z. Dressing Rooms

1. Producers shall provide clean and accessible dressing rooms and toilet facilities in studios and on locations. Such dressing rooms shall be provided with adequate locks or Producer shall provide facilities for checking normal personal belongings. Producer shall provide separate dressing and toilet facilities for men and women. This requirement shall be satisfied by establishing different time periods for the exclusive use of the same facility by men and women. Adult dressing facilities shall not be used as classrooms for minors. Restrooms may not be used as changing rooms.
2. Chairs shall be available for all Principal Performers in dressing rooms, on the stage and on location.
3. Dressing rooms shall be clean and in repair and Producer shall designate a person responsible to implement the foregoing. Adequate space and privacy shall be provided for wardrobe changes for each Principal Performer. Heaters or fans shall be provided as needed in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical, legal limitations or location practicalities, the matter shall be discussed with the Union. Waivers shall not be unreasonably withheld under such circumstances.
4. Whenever a Principal Performer is required by Producer to make a change of wardrobe on the set, Producer shall provide suitable facilities affording privacy for such purpose.
5. When Principal Performers are not performing before the camera, they shall be provided with a temperature controlled area. When campers, buses, automobiles, or other means of transportation, or rented facilities at the location are used as shelters, such shelters shall be available and easily accessible to Principal Performers at all times.
6. Principal Performers shall have the opportunity to use a telephone when same is available for such use so long as production or work is neither interfered with nor delayed.

AA. Employment of Minors

1. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

- a. The performance environment is proper for the minor;

- b. The conditions of employment are not detrimental to the health, safety, education or to the morals of the minor, as defined in the Penal Code of the State in which the work is performed.
 - c. It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this section, the term "parent" shall be deemed to include "guardian."
 - d. If Producer requires a Performer to portray a minor in a commercial depicting the use or presence of alcohol, tobacco, or firearms, Producer shall notify the Performer of such requirement at the time of audition. If the Performer's contract is to be signed by a parent or guardian, Producer shall notify, and obtain the written consent of, the parent or guardian, if parent or guardian is present, at the time of audition.
- 2. Definition of Minor

The term "minor" as used herein means any Principal Performer defined as a minor under the employment laws of the state governing the performer's employment, and in any event shall include any Principal Performer fifteen (15) years of age or younger.
- 3. Interviews and Tests
 - a. Calls for interviews and individual voice and photographic tests, fittings, wardrobe tests, makeup tests, production conference, publicity and the like, for children of school age shall be after school hours, provided such calls are completed prior to 8:00 P.M. Two (2) adults must be present at and during any such call involving a minor. Calls for actual production shall not be so limited. Producer shall conduct interviews in a manner which protects the health, well-being and dignity of the minor.
 - b. A joint study committee of representatives from the Joint Policy Committee, the Unions, and casting persons, as appropriate, will be formed during the term of this Contract to develop appropriate guidelines concerning safe parking facilities for auditions and fittings, except those that take place in New York City.
- 4. Engagement
 - a. Producer shall advise parent of the minor of the terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known at the time of the hiring.
 - b. Prior to the first date of the engagement, parent shall obtain, complete and submit to the Producer or the Producer's representative the appropriate documents required by state and local law related to the employment of the minor.
 - c. If Producer requires a Performer who portrays a minor in a commercial to cut or chemically treat his or her hair as a condition of employment, Producer shall notify the Performer of such requirement at the time of audition, if known, or at the time of hire. If the Performer's contract is to be signed by a parent or guardian, Producer shall notify and obtain the written consent of the parent or guardian, if parent or guardian is present, at the audition. In no event may the Performer's hair be cut or chemically treated earlier than forty-eight (48) hours before the call without the consent of the parent or guardian. Producer will utilize only qualified hairdressers and stylists for cutting, styling and coloring a Performer's hair.
- 5. Supervision
 - a. Parent must be present at all times while a minor is working, and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by Producer to the studio or location.
 - b. Parent will accompany minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult performer or by minors of the opposite sex.
 - c. No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes the minor to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be

required to perform in such situation regardless of the validity of the minor's belief.

- d. When a Producer engages a minor, Producer must designate one (1) individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent, of the name of such individual.
 - e. Guardian, as that term is used in this Subsection AA., must be at least eighteen (18) years of age and have the written permission of the minor's parent(s) to act as guardian.
 - f. When a minor is required to travel to or from a location, the Producer shall provide the minor's parent with the same transportation, lodging and per diem meal allowance provided to the minor.
 - g. Whenever Federal, State or Local laws so require, a child care person or social worker qualified in first aid (e.g., LPN or RN) shall be present on the set during the work day.
 - h. Any Principal Performer under the age of seventeen (17) shall have the right to be accompanied by a parent or guardian at all times.
6. Play Area
- Producer will provide a safe and secure place for minors to rest and play.
7. Return Transportation - Location Work
- If a minor is at location, Producer shall provide return transportation promptly following the end of the minor's work day.
8. Work Hours and Rest Time
- a. The work day for minors shall begin no earlier than 7:00 A.M. for studio shoots (6:00 A.M. for location shoots) and shall end no later than the time specified below.
 - (4) For minors under six (6) years of age: 7:00 P.M.
 - (5) For minors six (6) years of age and older: 8:00 P.M. on days preceding school days and 10:00 P.M. on days preceding non-school days.
 - b. Maximum work time for a minor shall not exceed that provided by the laws of the state governing the minor's employment, but in no event shall exceed six (6) hours for minors under six (6) years of age and eight (8) hours for minors six (6) years of age and older. A minor shall be given a fifteen (15) minute rest break in every two (2) hour period of the work day. Work time shall not include meal time but shall include such mandatory fifteen (15) minute break.
 - c. A minor shall receive a twelve (12) hour rest break at the end of the minor's work day and prior to the commencement of the minor's next day of work for the same employment. Exceptions 2.a., c. and d. of Subsection E., **Schedule A – Working Conditions**, shall not apply to minors, but exceptions 2.b. and e. shall apply, provided advance consent of the parent has been obtained.
 - d. Producer shall be required to file a written report with the Union in the event that a minor works beyond the hours specified in this subparagraph. Such report shall include information as to the hours worked and the reason for the "overtime." In the event that a report is not filed within twelve (12) business days after the session date(s), Producer shall pay to the Union as liquidated damages:

First violation.....	\$375.00
Second violation.....	\$750.00
Third violation.....	\$1,250.00

The Union has sixty (60) business days from the receipt date of the Health and Retirement Report to notify Producer of a claim. For Principal Performers and Extra Performers, it is understood that the written report from Producer specifying the time worked beyond the permitted hours and the reasons for exceeding the work hours permitted under the Contract must be filed with the Union within twelve (12) business days following the minor's employment.

In the event of recurring violations of this provision by an individual advertiser, advertising

agency, or production company, the issue shall be referred to the Industry-Union Standing Committee.

- e. The Union will consider granting waivers for any exception to the foregoing provisions of this subparagraph 8., if parent has been fully informed of the circumstances and has granted advance consent.
9. Unusual Physical, Athletic or Acrobatic Activity
 - a. A minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided that the minor and the parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.
 - b. If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.
 - c. Producer will supply any equipment needed and/or requested for safety reasons.
10. Child Labor Laws
 - a. Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor, and, if one is readily available, shall keep a summary of said laws in the production office.
 - b. Any provision of this Section AA. which is inconsistent and less restrictive than any other child labor law or regulation in applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.
11. Education

When Producer employs minors of school age who are currently enrolled in an elementary or secondary school for a booking of three (3) or more days on which school is otherwise in session for the minor, Producer shall provide three (3) hours of education on each such school day as part of the regular working day. Producer shall provide a teacher/tutor who has teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum.
12. Inconsistent Terms

The provisions of this Subsection AA. shall prevail over any inconsistent and less restrictive terms contained in any other sections of this Contract which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such sections.
13. Notice of Working Conditions

At or before the time the employment contract of any minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in this Subsection AA.

Whenever an infant Performer (age fifteen days to six months) is employed in a commercial, Producer shall, prior to the commencement of work, provide a copy of the text of Safety Bulletin #33 (Exh. I) to the parent or guardian of the infant Performer and to the studio teacher or equivalent.

BB. Flight Insurance

1. Where a Principal Performer is requested by Producer to travel by plane, Producer shall pay the Principal Performer an additional fee of \$11.30 for flight insurance.
2. When a Producer requests a Principal Performer to fly by a non-commercial or nonscheduled carrier, Producer shall obtain a short-term insurance policy for the Principal Performer providing insurance equal to the amount available for \$11.30 on a commercial carrier. Notwithstanding anything to the contrary, the maximum insurance required under the subsection shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

CC. Medical and/or First Aid

1. When hazardous work or stunt work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First aid kits shall always be available on studio sets and locations.
2. Depending on the nature and degree of the hazard or stunt involved:
 - a. A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at rehearsals and performances where such hazardous actions or stunt work is planned. Any such person will have visible identification.
 - b. Transportation to the nearest medical facility providing emergency services shall be readily available. When such work is planned on location, the nearest emergency medical facility (including capabilities thereof and communications therewith) will be predetermined in order to assure that transportation to such facility is readily available at all times during the performances of such work; and
 - c. The transportation vehicle referred to above should be capable of accommodating a stretcher, and first aid equipment, but such vehicle need not necessarily be an ambulance.

DD. Expenses

1. When a Principal Performer is specifically required by the Producer to spend money in connection with services under this Contract, Producer shall provide an advance for such expenditures. Upon completion of all work and prior to any additional reimbursement, Principal Performer shall submit to Producer a completed, signed, standard Talent Expense Report (Exhibit G). Such report will itemize expenses incurred at Producer's direction in connection with travel to and from locations, such as cab fares or mileage to and from air terminals and parking. All pertinent receipts and bills shall be attached to the report as substantiation of such expenditures if they exceed the minimum per diem meal and travel allowances as provided for elsewhere in this Contract. In the event that Principal Performer cannot provide such substantiation, Producer shall provide reimbursement at the applicable minimum allowances.
2. Producer shall reimburse Principal Performer for such expenses within two (2) weeks from the date that the Principal Performer presents such substantiation of such expenditures.

EE. Protection of Principal Performers and Stunt Performers - Stunt Driving Guidelines

1. Where scripted or unscripted stunts or other hazardous activity are required of Principal Performer by a Producer, a stunt coordinator, who is defined as an individual qualified by training and/or experience in the planning, setting up and performance of the types of stunts involved, shall be engaged and present on the set. No Principal Performer shall be requested to perform a stunt without the opportunity for prior consultation by the Principal Performer with such individual.
2. The foregoing provisions of subsection 1. shall not apply to a stunt performer, who is qualified to plan and perform the stunt in question, who both plans and performs a stunt which does not involve other Principal Performers.
3. No Principal Performer shall be requested to work with an animal which a reasonable person would regard as dangerous in the circumstances unless an animal handler or trainer qualified by training and/or experience is present.
4. No Principal Performer shall be rigged with any type of explosive charges of any nature without the use of a qualified special effects person and a stunt coordinator.
5. The Principal Performer's consent shall be a requisite precondition to performing stunts or other hazardous activity. The Principal Performer's consent shall be limited to the stunt or hazardous activity described to the Principal Performer at the time consent was given.
6. Production companies shall promptly send copies of insurance or assistant director's reports concerning accidents which take place during production to the appropriate offices of the Union and to the Producers.
7. Principal Performer shall have a reasonable time to familiarize himself/herself with any mechanical device and/or equipment used in conjunction with the stunt.

8. All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.
9. Equipment provided by the Producer shall be in suitable repair for the safe and proper performance of the stunt and available for inspection by the stunt coordinator and Principal Performer on the day prior to the use of such equipment in the production. No payment shall be due the stunt coordinator or Principal Performer for time spent for such inspection.
10. In the event stunt work is required by Producer beyond that which was agreed to by the stunt performer, the stunt performer shall have the right to negotiate additional compensation for the additional work required.
11. Stunt Driving Guidelines
When any of the following conditions occur, a vehicle driver shall qualify as a stunt performer:
 - a. When any or all wheels leave the driving surface;
 - b. When tire traction is broken, *i.e.*, skids, slides, etc.;
 - c. Impaired vision - when the driver's vision is substantially impaired by:
 - (1) Dust or smoke;
 - (2) Spray (when driving through water, mud, etc.);
 - (3) Blinding lights;
 - (4) Restrictive covering of the windshield;
 - (5) Any other conditions restricting the driver's normal vision;
 - d. If the speed of the vehicle is greater than normally safe for the condition of the driving surface, or when other conditions such as obstacles or difficulty of terrain exist or off-road driving other than normal low-speed driving for which the vehicle was designed occurs;
 - e. When any aircraft, fixed-wing or helicopter, is flown in close proximity to the vehicle creating hazardous driving conditions;
 - f. When an on-camera Principal Performer is doubled because the level of driving skill requires a professional driver, the driver double shall qualify as a stunt performer. This would also apply to doubling of passengers for the safety of the on-camera Principal Performer;
 - g. Whenever high speed or close proximity of any vehicle creates conditions dangerous to the driver, passengers, film crew, other people or the vehicle;
 - h. When working in close proximity to pyrotechnics or explosives;
 - i. When driving in other than the driver's seat or blind driving in any form.
12. Principal Performer shall be given a fifteen (15) minute break away from the area of smoke or dust during each hour in which the performer is required to work in smoke or dust. The five (5) minute rest period provided for in Schedule A 1 E 4 shall be part of the fifteen (15) minute break period provided herein and not in addition thereto.
13. It shall be the responsibility of the Producer to provide Principal Performers protection from sunburn, frostbite and extremes of temperature.
14. The National Safety Board heretofore established by the Unions and the AMPTP shall furnish copies of all safety guidelines and bulletins issued by such Board to the AAAA for appropriate distribution.

FF. Dancers

1. Definition: Dancers
The term "Dancers" shall be deemed to include both swimmers and skaters when the performance of the latter two is choreographed.
2. Working Conditions
 - a. Standard Floors
Floors for choreographed dancers must be resilient, flexible and level in accordance with

industry standards. Industry standards generally provide for two inches (2") of air space beneath wood flooring or three inches (3") or four inches (4") of padding under battleship linoleum laid over a concrete or wood on concrete floor. Floor surfaces must be clean and free of splinters, wax, nails, etc. Floors should be swept and mopped at least daily with a germ-killing solution. If Producer requires dancing on surfaces which do not meet the foregoing general standards, such work shall be deemed to be "hazardous work" and shall be subject to all the provisions of this Contract concerning hazardous work and performer's safety. In all instances, dancing on concrete, raked stages, elevated platforms or staircases, or performing knee work shall be deemed to be "hazardous work" and shall be subject to all the provisions of this Contract concerning hazardous work and performer safety. As used herein, "knee work" means dancing, sliding or doing a routine on the knees and includes rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine in which the knee comes in contact with the surface (e.g., floor, sidewalk, etc.). Dancers will not be required to do knee work without knee pads.

b. Non-Standard Surface

In the event that dancers will be required to perform on a non-standard surface, notification of such shall be given at the time of audition and engagement.

c. Unusual Work Conditions

If Producer requires dancing on slippery surfaces, dancing in inclement weather, out-of-season clothing or in costuming which by virtue of its fit or nature may subject the dancer to physical injury or health hazard, it shall be deemed to be "hazardous work" and shall be subject to all the provisions of this Contract concerning hazardous work and performers' safety.

d. General Work Conditions

- (1) Warm-up Spaces: Adequate space must be provided to permit all dancers to warm-up (perform limbering exercises) thirty (30) minutes prior to dancing.
- (2) Rehearsal Limitations: If in the opinion of performers or their representatives (e.g., on-site deputy, captain or assistant choreographer, or union representative), continued full-out performance of choreographed dancing/swimming/skating creates a risk of injury, such performers shall not be required to continue performing at full performance level during rehearsal. Examples of such choreography include repetitive lifts, throws, catches and falls.
- (3) Breaks: Dancers/swimmers/skaters will have at least fifteen (15) minutes rest during each hour of actual rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes have elapsed after which time a thirty (30) minute break must be called. If no break is allowed after ninety (90) minutes and after choreographer has been reminded to call a break, the deputy elected by the dancers shall call the break.
- (4) Temperature: Stage or rehearsal area temperature for choreographed dancers must not fall below seventy-five degrees (75°). Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.
- (5) Meal Periods: Dancers cannot be required to dance or skate within thirty (30) minutes following a meal. Swimmers cannot be required to go into the water within thirty (30) minutes following a meal. If Producer does not provide meal service and dancers/swimmers/skaters must leave the premises or location to eat, an additional fifteen (15) minutes must be allowed both before and after the meal break to permit the dancer/swimmer/skater to change clothes.
- (6) Emergency Treatment: Producer will use its best efforts to have a doctor qualified to treat dancers on call in case of an emergency and will notify the deputy elected by dancers of the doctor's name and phone number.
- (7) The compensation payable to a dancer for hazardous activity shall be \$105.40 per day, with a minimum of \$162.15 if only one day's services are rendered.

- (8) It shall be deemed hazardous work when a dancer is required to do any of the following: perform complex aerial acrobatics; perform wire flying; perform knee work; support more than one other person in any manner which affects safe performance of the dance routine; dance under conditions where safe performance of the dance routine is affected because sight or breathing is impaired (e.g., by use of a mask or presence of fog, smoke or fire).
- (9) Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubbered.
- (10) Any dancer who is directed to and reports with the dancer's own footwear shall be paid an allowance of \$11.30 per day for each pair of shoes utilized in the performance.
- (11) Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsal, to avoid injury to the performer.

3. Health and Retirement

So as to provide Health and Retirement coverage for those dancers engaged as Assistant Choreographers, Producer agrees to contribute to the AFTRA Health and Retirement Fund on the accounts of such individuals who have had prior contributions made in five (5) of the last ten (10) years.

GG. Work in Smoke

1. All Principal Performers shall be notified prior to date of hiring if work in artificially created smoke, dust, snow, or wet conditions is involved. If a Principal Performer is not notified, the Principal Performer may refuse to perform in such conditions. Notwithstanding such refusal, Producer shall pay the Performer a session fee or the Performer's guarantee, whichever is greater. If work in smoke is required, Producer shall so indicate on the employment contract and, no later than the first day of employment, Producer shall provide each Principal Performer with a Material Specification Data Sheet (MSDS).
2. Producer shall comply with all Federal and State laws and regulations applicable to the use of substances utilized for the creation of smoke and the Joint Policy Committee shall cooperate with the Union to the end that information concerning such Federal and State laws and regulations is disseminated.
3. On reasonable notice from either party, the Industry-Union Standing Committee and other interested parties, including those in the television and motion picture industry, shall meet periodically to review and, taking into consideration all pertinent factors, update as necessary:
 - the list of substances which are prohibited from use for the creation of smoke;
 - the procedures to be followed in the use of permitted substances; and
 - the guidelines for the maximum exposure time in smoke during any workday.
4. In the event the Committee cannot agree on any item set in paragraph 3. above, the matter shall be immediately referred to arbitration pursuant to the terms of this Contract.

HH. Facilities

1. In accordance with the Americans with Disabilities Act, all facilities under the control or used on behalf of Producer in connection with the casting or production of commercials including, but not limited to, dressing rooms, studios, location sets, and lodging, shall provide reasonable accommodations for performers with disabilities. Such facilities and access thereto as well as transportation provided by Producer shall be suitable for the needs and requirements for any performer whether by reason of age or disability.
2. Any facility used for interviewing, casting, fittings or shooting/recording must comply with appropriate local fire and safety codes.
3. Producer shall prohibit the smoking of cigars, cigarettes or pipes in any facility under Producer's control. Notwithstanding the foregoing, smoking may be permitted if required by the subject of the commercial, e.g., a commercial depicting the ill effects of smoking.

II. Transportation of Principal Performers

Vehicles utilized in the transportation of Principal Performers shall be in safe operating condition and in good repair with adequate liability insurance in effect. The drivers of such vehicles shall hold any necessary license required by applicable State law for the type and size of the vehicle used in the transportation of Principal Performers. Producer shall provide a step stool for getting into and out of transportation vehicles.

JJ. Warm-up

Adequate space must be provided to Principal Performers who must use athletic skills, such as runners, gymnasts, etc., for warm-up (performing limbering exercises) thirty (30) minutes prior to performing such athletic skills. For dancers, see Section FF. 2.d.(1).

KK. Hearing and Visually Impaired Performers

1. For any role in which a deaf performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, certified or qualified interpreter(s) for the deaf (*i.e.*, interpreter(s) qualified or certified in sign language or oral interpretation).
2. With regard to performers who are blind or visually impaired, Producer and such performers shall make mutually acceptable provisions to make the script available to the performer in advance of auditions.

2. OFF-CAMERA

The following provisions of Section 1. of this **Schedule A**, modified as stated below, shall apply to the employment of Principal Performers Off-Camera:

- C. Engagement – Modified as follows: Principal Performers called for off-camera session shall receive definite calls for designated sessions, such as 10:00 A.M. to 12 Noon, or 10:00 A.M. to 4:00 P.M. The call may not be extended unless agreed to by the Principal Performer
- D. Postponement and Cancellation of Calls
- E. Rest Period
- G. Work Time
- H. Meal Periods
- I. Casting and Auditions
- J. Individual Voice Tests – Modified to provide that the Principal Performer's services shall not be required for more than thirty (30) minutes, including waiting time.
- L. Story, Song and Production Conferences
- M. Study of Lines of Script
- N. Publicity Interviews
- O. Publicity Stills
- P. Rehearsal Time
- R. Saturday and Sunday Work
- S. Work on Holidays
- X. Travel Time – Modified to provide that Principal Performer employed to render services off-camera shall be paid for traveling on the same basis as though Performer were employed to render services on camera.
- Z. Dressing Rooms
- AA. Employment of Minors
- BB. Flight Insurance
- DD. Expenses
- EE. Protection of Principal Performers and Stunt Performers / Stunt Driving Guidelines
- FF. Dancers
- GG. Work in Smoke
- HH. Facilities
- II. Transportation of Principal Performers
- KK. Hearing and Visually Impaired Principal Performers

SCHEDULE B

1. UNION SECURITY

A. Application

1. Every performer hereafter employed by any Producer, whether by contract or otherwise, or who acts before the camera, or who makes a sound track within the Union's jurisdiction for any Producer shall be a member of the Union in good standing.
2. The Union may waive, in its discretion, the provisions of this Section with respect to prominent persons appearing as themselves, other than professional entertainers; provided, however, that all other terms and conditions of this Contract shall apply to the engagement of such persons.

- B. Each Producer shall give the Union full opportunity to check performance by such producer of its agreement under this Section including access to sets, but the Union's checking shall be done in such a manner as not to interfere with production. The Union agrees that with respect to the admission of persons as members of the Union, it will comply with applicable law. The Union reserves the right to adopt reasonable and legal requirements for membership. The Union may refuse admission or, if it sees fit, admit on terms, Principal Performers suspended or expelled by the Union or by any branch of the Associated Actors and Artistes of America, or by any other actors' union in the United States. Nothing herein shall limit the right of the Union to discipline, suspend, or expel a member or to refuse to readmit the member. The Union agrees, however, that if it suspends or expels a member who is under contract to a Producer, or if a member resigns, the suspension, expulsion, or resignation shall not affect the performer's obligation to perform any existing contract or contracts with such Producer or such Producer's right to demand performance, unless the Producer otherwise consents. Subject to the qualifications hereinafter set forth, the Producer agrees that in every future contract it enters into with a performer, the performer shall agree that the performer shall be a member of the Union in good standing and shall remain so for the duration of the Contract. Any nonmember of the Union and any suspended or expelled member whom the Producer may be lawfully entitled to employ under this Contract shall be paid the same minimum salary and shall be given the same working conditions as are provided in this Contract. No breach by a member of the Union of the member's obligation to the Union shall give such member a defense to any Producer's right to enforce an existing contract against such member.

C. When Effective

1. The foregoing Subsections A. and B., requiring as a condition of employment membership in the Union, shall not apply until on or after the 30th day following the beginning of such employment or the effective date of this Contract, whichever is the later; the Union and the Producers interpret this sentence to mean that membership in the Union cannot be required of a performer by a Producer as a condition of employment until thirty (30) days after the performer's first employment as a performer in any field covered by an AFTRA Contract; "first employment" meaning the first employment as a performer in any field covered by an AFTRA Contract on or after August 10, 1948. The foregoing sentence shall be deemed inoperative if any of the following events shall occur:
 - a. If the Labor Management Act of 1947 is repealed; or
 - b. If the provisions of such Act to which the foregoing sentence has reference is repealed or modified so the foregoing sentence is unnecessary to comply with such Act; or
 - c. If such Act or such provision is held unconstitutional by the Supreme Court of the United States.
2. The Producer shall not be held to have violated this subsection if it employs a performer who is not a member of the Union in good standing, if the Producer has reasonable grounds for believing that membership in the Union was not available to such performer on the same terms and conditions generally applicable to other members, or if the Producer has reasonable grounds for believing that membership in the Union was denied to such performer or such performer's membership in the

Union was terminated for reasons other than the failure of the performer to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union; providing, however, the Producer shall not be deemed to have such reasonable grounds for believing until the Producer has made inquiry of the Union as to the facts. The preceding sentence shall be deemed inoperative if any of the following events shall occur:

- a. If the Labor Management Act of 1947 is repealed; or
 - b. If the provision of such Act to which the preceding sentence has reference is repealed or modified so the preceding sentence is unnecessary to comply with such Act; or
 - c. If such Act or such provision is held unconstitutional by the Supreme Court of the United States.
- D. If the employment of a performer constitutes a "first employment" and a subsequent employment of the same performer is for the exclusive purpose of retakes and only retakes are photographed, then such subsequent employment shall not constitute a "second employment" for the purposes of Subsections A. and B. above.
- E. The Producer agrees to report to the Union in writing within fifteen (15) business days of the first employment of a nonmember of the Union, giving the nonmember's name, Social Security number, and the nonmember's first date of employment. An inquiry by any Producer to the Union as to the first date on which a performer has been employed in the Industry shall be answered by the Union, and its answer shall bind the Union, and the Producer if it acts in good faith shall not be liable for acting on such answer, but the Producer who failed to report shall be liable to the Union for such failure to report. If performer is an infant of four (4) years or less, Producer shall state such on Health and Retirement Forms.
- F. The interpretation contained in the first sentence of Subsection C. of this Section 1. has been approved by an advisory opinion of the general counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such general counsel, then the new ruling of such general counsel shall prevail, until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change said ruling in a proceeding in which the Union is a party, then the new ruling or opinion shall prevail, until the same is reversed by a court of competent jurisdiction.
- G. The Union agrees that it will not impose unreasonable dues or assessments. If Producer claims a violation by the Union of the provisions of this Subsection G., such question shall be handled by conciliation and, if necessary, by arbitration hereunder. It is the intention of the parties to prevent the Union from closing its books so as to prevent any person who wishes to perform in any area under the Union's jurisdiction from joining the Union. Nothing in the preceding sentence shall limit the right of the Union to discipline or suspend or expel a member or to refuse to readmit a member.
- H. Children under fourteen (14) years of age shall be included hereunder.
- I. Whenever any Producer is entitled hereunder to a permit or waiver from the Union, the Union agrees to issue the same without cost.
- J. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by a Producer of the Union Security provisions of this Section. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of \$320.00 for each breach by the producer of the Union Security provisions of this Section. The hiring by the Producer of a performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.
- K. Any breach of the provisions of this Section shall be subject to arbitration between the Union and the Producer. Provided the Union has been notified by Producer in writing of the first employment of a nonmember under Subsection E. of this Section 1., then claim of a breach must be initiated in writing by the Union within sixty (60) days thereafter or the claim is invalid.

- L. As used herein, the term "member in good standing" means a person who pays Union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

2. PROFESSIONAL RECOGNITION - PREFERENCE OF EMPLOYMENT

- A. In recognition of the services performed by professional performers, Producer agrees that in the hiring of performers, for work to be performed within the applicable zone (referred to in Subsection C. hereof), preference will be given to qualified professional performers. A "qualified professional performer," for the purpose of this Section, is a person who has had prior employment as a performer in the entertainment industry (including television, radio, phonograph records, motion picture, stage, night club, and the like) at least once during the period of three (3) years prior to the date of the proposed employment; however, employment under the exceptions provided in Subsection D. 1.-4. of this Section or Subsection D. 1.-5. of prior AFTRA Commercials Contracts, or employment under comparable exemptions of AFTRA's past or present Theatrical, Television or Industrial Contracts shall not constitute prior employment for this purpose.
- B. The obligation of the Producer to give preference to qualified professional performers shall require the employment of a qualified professional performer, unless no qualified professional performer of the type required is reasonably and readily available to the Producer through the use of the present hiring practices generally and customarily followed by the TV industry in the employment of such performers. If a qualified professional performer is reasonably and readily available to the Producer for employment in the locality where the Producer's studio is based, performer shall be deemed available regardless of the place within the applicable zone at which the services are to be performed.
- C. The provisions of this Section shall not apply where services are performed at locations beyond the following preference zones in areas where the Union maintains offices:

Atlanta, Georgia.....	100 miles from the center of the city
Boston, Massachusetts	100 miles from the center of the city
Chicago, Illinois	100 miles from the center of the city
Cincinnati, Ohio	100 miles from the center of the city
Cleveland, Ohio	100 miles from the center of the city
Columbus-Dayton, Ohio	100 miles from the center of the city
Dallas-Ft. Worth, Texas	100 miles from the center of the city
Denver, Colorado	150 miles from the center of the city
Detroit, Michigan.....	100 miles from the center of the city
Florida	150 miles from the center of Coral Gables, Florida and 100 miles from the center of Kissimmee, Florida
Honolulu, Hawaii	100 miles from the center of the city
Houston, Texas	100 miles from the center of the city
Indianapolis, Indiana	100 miles from the center of the city
Los Angeles, California	300 miles from the corner of Beverly and La Cienega Blvds.
Minneapolis, Minnesota	100 miles from the center of the city
Nashville, Tennessee	100 miles from the center of the city
New Orleans, Louisiana	100 miles from the center of the city
New York, New York	100 miles from the center of Columbus Circle
Philadelphia, Pennsylvania	100 miles from the center of the city
Phoenix, Arizona	150 miles from the center of the city
Pittsburgh, Pennsylvania	100 miles from the center of the city
Portland, Oregon	100 miles from the center of the city
San Diego, California	100 miles from the center of the city
San Francisco, California	100 miles from the intersection of Powell and Market Streets; the zone expressly includes Lake Tahoe
San Juan, Puerto Rico.....	100 miles from the center of the city
Seattle, Washington	100 miles from the center of the city
St. Louis, Missouri	100 miles from the center of the city
Tucson, Arizona	150 miles from the center of the city
Washington, D.C.	100 miles from the center of the city

In the event the Union establishes offices in cities other than those listed above and Producer claims that there is not a sufficiently large professional talent pool in the area of any office hereafter established by the Union to warrant application of Preference of Employment, the matter shall be submitted to the Industry-Union Standing Committee for determination. AFTRA shall notify the Joint Policy Committee on Broadcast Talent Union Relations in writing whenever it establishes an office in any city not listed above.

Preference of Employment shall apply in an area within 100 miles from the center of each such city from and after the sixtieth (60th) day following such notification.

D. Exclusions and Exceptions

1. There shall be automatically excluded from the provisions of this Section the following:
 - a. Persons who portray themselves who by words or actions participate in the giving of a testimonial or endorsement;
 - b. Extras who are adjusted for non-script lines;
 - c. Military personnel where governmental restrictions prevent use of civilian personnel in restricted areas or in the handling of governmental property or equipment; however, the use of military pilots or military aircraft shall not be the subject of an automatic waiver but the facts shall be presented to the Union and waivers will be granted in accordance with the previously established custom in the industry;
 - d. Persons having special skills or abilities, or special or unusual physical appearance where such skills, abilities or appearance are required by and used in a commercial; if professional performers having such required skills or physical appearance are not reasonably and readily available to the Producer through the use of the hiring practices generally and customarily followed by the industry in the employment of such performers;
 - e. The first employment within the studio zone of a person whom the Producer represents in writing to the Union **a.** has had sufficient training so as to qualify for a career as a professional performer, and **b.** intends to pursue currently the career of a professional performer and intends to be available currently for employment in the industry. (An academic degree in Drama shall be deemed to be included in the term "sufficient training.");
 - f. Children under the age of seven (7) years.
2. Producer agrees to promptly report to the Union each hiring under the provisions of this Subsection D., together with the reasons why the person so employed comes within the provisions of this subsection.
3. If a performer is employed under one or more of the exceptions provided in subparagraphs 1. a.-e., the obligation to give preference to qualified professional performers shall nevertheless be applicable to any subsequent employment of such performer by Producer .

E. It is expressly understood and agreed that nothing contained in this Section shall alter or modify Producer's exclusive right to cast any and all performers performing services for Producer.

F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of \$300.00 for each breach by the Producer of any of the provisions of this Section. The hiring by a Producer of a person other than a qualified professional performer, in violation of the provisions hereof, shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. Provided the Union has been notified by Producer in writing of the hiring of a Principal Performer pursuant to Subsection D. of this Section 2., then claim of breach must be initiated in writing by the Union within sixty (60) days thereafter or the claim is invalid.

G. All disputes under this Section shall be resolved by arbitration.

H. Employment of a performer who is ineligible to work in the United States by reason of visa status shall be a violation of the provisions of this Section and the liquidated damages provided in Subsection F. shall be applicable.

3. STRIKES

A. No-Strike Clause

The Union agrees that, during the effective term hereof, it will not call or engage in a strike affecting production of commercials against any Producer signatory hereto.

B. Limitation on Liability

The Union is a voluntary association. Nothing in this Section shall enlarge the liability of its officers, directors, agents, and members, this Section being an additional limitation thereon. The Union will not be held liable for unauthorized acts of its officers, agents, directors or members; neither the Union nor its officers, directors, agents, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slowdown, or work stoppage, unless the same be authorized by the Union in accordance with its Bylaws, but the foregoing exemption of this sentence shall not apply unless the Union, upon request from the Producer affected thereby, shall proclaim promptly and publicly that such strike, slowdown or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Producer affected, with disciplinary proceedings in accordance with its Bylaws against the participants in such unauthorized action.

C. Individual Contract Beyond Term of Contract

1. We agree that every contract (now or hereafter made) between the undersigned Producer and every Union member shall contain and shall be deemed to contain the following clause:

"In the event a performer's individual contract is of longer duration than the said Union Contract, then for such period of duration and until a new Contract is agreed to, Producer covenants not to bring or maintain any action or proceedings against performer because performer refrains from rendering services under this Contract by reason of any strike or work stoppage (whether partial or complete) called or ordered by the Union. In such event Producer covenants **a.** that neither the Union nor any of its representatives shall be deemed to have induced performer to breach this Contract, and **b.** that for the direct benefit of the Union and its representatives, Producer will not bring or maintain any action or proceedings against them, or any of them, based upon or arising either out of the existence of this Contract or out of performer's failure to render services under this Contract. Upon the resumption of work after such strike or stoppage, all the terms and conditions of this Contract shall be reinstated for the balance of the term hereof; provided, however, that, if a collective bargaining Contract covering work of the type provided for herein is signed by Producer, performer will, from and after the effective date provided for in such agreement, receive the benefit of any applicable provisions of such Contract which may be more favorable to performer than the terms of this Contract. Producer further agrees that performer's obligations hereunder shall be subject and subordinate to performer's primary obligation to the Union to obey its rules and orders."

2. The provisions of this Subsection C shall survive the expiration or cancellation of this Contract as to all such contracts with the Union's members in existence while this Contract is in effect.

D. Waiver of Cause of Action

For the benefit of all members of the Union, and of the Union, and of all other persons and organizations, Producer hereby waives, relinquishes and releases any and all claims, rights, actions or causes of action, whether at law, equity, arbitration or otherwise, growing out of the failure of any Union member or any other person to render services prior to the execution of this Contract where such failure was occasioned by the Union's members, or other persons, obedience to a strike call (or picketing in connection therewith) heretofore issued by the Union, irrespective of whether the Union member, at the time of such failure, was under contract to render services, or growing out of the issuance of such strike call or the direction of such picketing by the Union. The provisions of this paragraph shall survive the expiration (or termination) of this Contract, and shall have the same effect as if addressed and delivered personally to every member of the Union and every other person who so failed to render services.

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SCHEDULE C - EXTRA PERFORMERS

1. APPLICABLE PROVISIONS

The following provisions of this Contract, and as modified below, shall apply to the employment of Extra Performers:

1. Recognition and Coverage
2. Effective Date and Term
3. Existing Contracts
4. Definitions
5. Scope of Contract (*as modified below*)
6. Classifications of Persons Covered
8. Waiver as to Certain Nonprofessional Persons (*as modified below*)
12. Union Security (*as modified below*)
13. Professional Recognition - Preference of Employment (*as modified below*)
14. Policy of Nondiscrimination (*modified by adding proviso that the parties agreed to establish a procedure for reporting the engagement of minorities and women based upon Health and Retirement reports*)
18. Public Service Announcements / Government Agency Messages
24. Union Standards
43. Payment (*modified for Extra Performers in **Schedule C**, Section 3., Types of Use*)
46. Contribution to AFTRA Health and Retirement Funds
47. Social Security, Withholding, Unemployment and Disability Insurance Taxes
50. Required Records and Reports (*as modified below*)
51. Member Reports
52. Producer, Union and Performer Responsibility
53. Indemnification
54. Industry-Union Standing Committee (*as modified below*)
55. Transfer of Rights - Assumption Agreement
56. Letters of Adherence
57. Arbitration
58. No Strike Clause
60. Extra Performers
61. Wage Control
62. Contract Binding
63. Production Staff (*as modified below*)
66. Separability
67. Headings and Index
68. Title

Schedule A. Working Conditions:

- AA. Employment of Minors;
- FF. Dancers
- GG. Work in Smoke

2. MINIMUM WAGE RATES

(See **Schedule C**, Section 4. for Cable Minimum Wage Scales and Provisions)

A. Minimum Wage Rate Requirements for Extra Performers

The Producer agrees that no Extra Performer shall be hired to perform any work within the Union jurisdiction at less than the current minimum wage rate for Commercial Extra Performers set forth below and that the following minimum wage scales shall be applicable to each respective classification as set forth below.

<i>Classifications</i>	<i>Unlimited Use</i>	<i>Initial 13-Week Use</i>	<i>Extended Beyond 13 Weeks</i>
Hand Model	\$445.30	\$296.20	\$321.00
Commercial Extra Performer	291.80	169.40	218.50

B. Stand-in or Photographic Double

Stand-ins are defined as those performers who are engaged by the producer to substitute for members of the cast during rehearsal.

1. Stand-ins shall not be required to memorize any material or supply any specific wardrobe;
2. If an Extra Performer is required to perform work as a stand-in or photographic double during any part of the Extra Performer's workday in addition to performing any other Extra Performer work covered by this Schedule C, the Extra Performer shall receive additional compensation of not less than an additional day's pay over and above the Extra Performer's total daily compensation for performing such other extra work. (Overtime shall be paid on the highest classification only.) On any day on which an Extra Performer works both as an Extra Performer and a stand-in or photo double, overtime shall be paid only on the basis of the higher of the two session fees.
3. On days when any other Performers are employed, including rehearsal days, registered Extra Performers will be utilized to perform stand-in work. On pre-light days when no other Performers are employed, there is no requirement to utilize registered Extra Performers.
4. If stand-ins are required to memorize or learn any material (such as dialogue, choreography, pantomime, or other performing routines), they shall be classified as "Principal Performers" for the session.
5. No performer during rehearsal shall be permitted to read any part other than the performer's own, unless performer is paid the applicable stand-in fee, but persons other than the performer may cue.

C. Standard Opening or Closing

In addition to the minimum rates and conditions otherwise provided by this **Schedule C**, up to a maximum of twenty (20) Extra Performers, who are specifically selected for and are employed in any particular standard opening or closing, shall receive additional compensation in the amount of \$93.35 per day. Extra Performers in excess of such twenty (20) so employed in such a standard opening or closing shall not be entitled to receive any such additional compensation.

D. Commercials Made for Initial Use on the Internet

1. Except as provided in subsection 3. below, Producer may bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent. Neither AFTRA nor the Producers will promulgate minimum rates. All working conditions pertaining to Extra Performers in this agreement shall apply to all commercials produced under this subsection D, except that allowances and liquidated damages shall be agreed by direct bargaining with the performer or the performer's agent.
2. The Producer shall make contributions to the AFTRA Health and Retirement Funds on all compensation paid to performers in accordance with the provisions of Section 46 of the Contract.
3. In the event of broadcast use of an Internet commercial, Producer shall also pay each extra performer not less than the difference, if any, between the applicable minimum compensation rate provided in Schedule C and the freely bargained rate initially paid to the extra performer.

3. TYPES OF USE

A. Unlimited Use

Unless the Extra Performer is notified at the time of hire that compensation shall be paid on the basis of a 13-week cycle of use, the Extra Performer shall be paid compensation at not less than the Unlimited Use rate applicable to the Extra Performer's classification as provided in Section 2.A.

B. 13-Week Cycle

1. Initial 13-Week Use

If the Extra Performer is notified at the time of hire that the Extra Performer is to be paid on the basis of a 13-week cycle of use, the Extra Performer shall be paid not less than the initial 13-week use rate applicable to the Extra Performer's classification as provided in Section 2.A. Any use beyond this initial 13-week cycle of use will require notification and additional payment to the Extra Performer as provided in paragraph 3.B.2. below.

2. Extended Use Beyond 13 weeks

The Extra Performer shall be notified prior to or within twelve (12) working days after the commencement of any period of extended use beyond the initial thirteen (13) weeks and the Extra Performer shall receive additional compensation of not less than the extended use classification rates set forth in **Schedule C**, Section 2. Minimum Wage Rates. A notice shall also be sent to the Union. After one (1) such additional payment has been made, the Extra Performer shall not be entitled to any further payment.

3. Damages

In the event neither the Extra Performer nor the Union is notified and proper payment is not made, as set forth in the immediately preceding paragraph, and there is continued usage of the commercial beyond the initial thirteen (13) week period, then the Extra Performer shall receive as damages additional compensation in the amount of three (3) times the maximum pay received on that commercial. Provided, however, in the event that payment for such continued usage is made prior to notification by the Union or Extra Performer of default, then only the additional payment required by **Schedule C**, Section 2. Minimum Wage Rates, plus damages provided for in Section 43. Payment shall be paid.

4. CABLE

This Section does not apply to, nor authorize the use of, commercials on pay TV systems, as that phrase is used in the Industry, which do not now carry commercial announcements.

A. Minimum Wage Rate

Extra Performers hired to work in commercials produced for cable transmission only shall receive the following minimum wage rate which shall cover use of the commercial for one (1) year only.

Use on Cable for One Year:	<i>First Commercial Produced in One Day</i>	<i>Each Additional Commercial Produced in One Day</i>
Hand Model	\$445.30	\$111.35
Commercial Extra Performer	291.80	72.95

Producer may negotiate with Extra Performers for the right to use such commercials on cable beyond one (1) year, on terms no less favorable than herein provided.

B. Cable Integration Fees

Whenever footage produced during a given workday for commercials produced for cable transmission only is integrated into one (1) or more other cable commercials, all Extra Performers involved in that portion of the footage so utilized shall be paid a single additional payment as follows:

	<i>Use for One Year</i>
Hand Model	\$329.05
Commercial Extra Performer	216.80

C. Limitation on Use

A commercial produced for cable transmission only may not be used on conventional television unless and until:

1. Each Extra Performer in the commercial has given permission for such use;
2. Each Extra Performer is paid not less than the applicable minimum wage scale under Section 2. Minimum Wage Rates of this Schedule C.

D. Applicability of Other Terms of Schedule C

Except as provided in this Section 4. Cable all terms and conditions of **Schedule C** shall apply to commercials produced for cable transmission only.

5. WORKING CONDITIONS AND WAIVERS

A. General Conditions Applicable to Waivers

1. If a Producer requests a waiver affecting Extra Performers, the Union, if it believes that the Producer is entitled thereto, will issue the waiver, without the imposition of any conditions, which waiver, in the absence of misstatement or concealment of the facts, will be final. If the Union believes that the Producer is not entitled to such final waiver, it shall issue a reviewable waiver (which is equivalent to a refusal of a waiver), or it may issue a conditional waiver wherein it will designate the conditions up on which it is willing to have the Producer proceed. Producer may either accept such conditions or refuse to accept the same. If a conditional waiver be issued and the Producer rejects the conditions thereof, or if the Union issues a reviewable waiver as aforesaid, the Producer may nevertheless proceed as though a final waiver had been issued. If the Producer shall proceed without first obtaining a final waiver or without complying with the conditional waiver, it shall notify the Union in writing to that effect within a reasonable time hereafter, and the Union within twenty (20) days after receipt of such written notice shall have the right to invoke the grievance procedure as provided in this Contract which determination shall be made as to whether a final waiver should have been given or whether the Union was justified in refusing the same or in imposing conditions. If it finds in favor of the Union, it shall determine the remedy to which the Union is entitled and make an award accordingly. The Producer, if it so desires, may refer to the said grievance procedure at any time (including prior to photography) any question with regard to the Union's refusal to issue a waiver or with reference to any conditions imposed or sought to be imposed by the Union in connection with the issuance of any waiver, and the decision reached in such grievance procedure with respect to such matters shall be final.
2. All waivers shall be requested as long as reasonably possible before desired and shall be acted upon promptly by the Union. If the Union shall fail to do so, the Producer may proceed in a like manner as though the Union had issued a reviewable waiver, so notifying the Union in writing and with the same effect as in the case of reviewable waiver.
3. The application for a waiver by any Producer shall not be deemed an admission that the Producer cannot proceed without obtaining such waiver, nor shall the issuance by the Union in any instance of a waiver be an admission that the Producer is entitled to such a waiver.
4. Employment of individuals pursuant to the provisions of this Section 5. Working Conditions and Waivers shall not be construed to be "first employment" as an Extra Performer in the industry; nor shall anything in this Contract be construed as diminishing the rights of Producer under this Section.

B. Crowd Work

1. Crowd work may be performed by persons who do not possess the required skill, training and experience of Extra Performers, under the conditions and restrictions hereinafter provided. Wherever the Producer employs forty (40) or more Extra Performers, for work on a particular commercial, on a particular day, the Producer may employ any number of persons to perform crowd work. For purposes of this paragraph, Extra Performers who work as stand-ins or photographic doubles shall not be counted in determining whether forty (40) Extra Performers have been employed in a particular day. Upon specific request of the Producer or its hiring agency, the

Union will grant an automatic waiver to employ or use any number of such persons to perform crowd work, in a particular commercial on a particular day, in a particular extra zone, provided that the Producer employs at least the following required minimum number of Extra Performers for work in that commercial on that day in that extra zone:

Los Angeles, San Francisco and Hawaii Extra Zones:

Minimum Requirement – Forty (40) or more extra players.

2. Such automatic waiver will be final in the absence of misstatement or concealment of the facts by the Producer, and unconditional, except that the Producer receiving such waiver shall only employ or use such persons to perform crowd work in accordance with the following restrictions:
 - a. Such persons performing crowd work shall respond to direction by groups and cannot be required to perform individual business or be required to memorize songs for recording or mouthing to a playback; such persons may be required to speak omnies and to sing.
 - b. Such persons performing crowd work shall not be photographed in close-up shots, and shall not appear in the foreground with, or immediately surrounding actors.
 - c. The Producer or its hiring agency may not designate in its call specifications of age, race, general type, or wardrobe, with the following exceptions:
 - (1) Wardrobe customarily possessed by the average person not engaged in television as a livelihood may be required, but such requirement may only be specified as to the season of the year, e.g., Fall, Spring, Summer or Winter, or light or dark clothes, top coats and hats.
 - (2) The age specification shall not be more specific than a spread of ten (10) years.
 - (3) Sex may be specified.
 - (4) Racial type may be generally described.
 - d. Such persons so called may not be used on more than one (1) commercial on the same day, or more than twenty-five (25) days in any calendar year.
 - e. The first call to work for such persons shall be no earlier than the call for Extra Performers and the dismissal time for such persons shall be no later than the dismissal time for Extra Performers. When the production schedule requires that calls to work be staggered, the Producer shall advise the Union of the staggered work calls at the time the waiver is requested.
 - f. Interviews may not be required of such persons.
 - g. The Producer may add additional wardrobe on the same day such person is so employed, except that such persons may not be used to portray any particular occupation such as policeman, fireman, nurse, doorman, maid, waiter, waitress, butler, guard, police matron, soldier, sailor, nor may be required to wear dress-up period clothes or kilts. Such persons so employed may not be "fitted" (tailored) nor elaborately wardrobe.
 - h. Such persons so employed cannot be required to bring additional wardrobe, but may be required to wear a complete outfit.
 - i. Such persons so employed shall not be required to wear hair goods affixed by spirit gum.
 - j. Such persons so employed may not be used to perform hazardous work, or other work calling for an adjustment.

C. Undirected Scenes

1. Crowds at Public Event. Upon specific request of the Producer the Union will grant an automatic and unconditional waiver whereby the Producer may photograph long shots of the normal activities of crowds at public events numbering one-thousand (1,000) or more persons; such event must be publicized or advertised and not staged for television purposes. Such events shall be open to the general public, with or without payment of admission fee. The crowd so photographed shall appear only as atmospheric background, except in the case of nonmilitary parades with floats.
 - a. Such scenes wherein actors, Extra Performers, or photographic doubles appear may be used in a commercial only where the Producer stages one (1) or more tie-in shots, using Extra

Performers in connection with such scenes. In photography at such public events the activities constituting the event may appear incidentally to the establishment of the locale and crowds in attendance; provided that, if one (1) or more tie-in shots using Extra Performers are staged by Producer in connection therewith, such events as well as the crowd in attendance may be photographed and used in long establishing shots (not including close shots). The foregoing limitations shall not apply to nonmilitary parades with floats.

- b. Members of the public shall not be directed by the Producer nor notified by the Producer in any way that they will appear in a commercial. Neither reflectors nor studio type lights shall be used by the Producer in photographing crowds at public events, except that actors and Extra Performers may be highlighted. Sound recording shall not be made in connection with the photography of such public events, except for wild or cue tracks.
 - c. Any person, other than an actor, who receives direction from the Producer, or who is required by Producer to wear makeup, costumes or wardrobe, shall be an Extra Performer. Where actors or photographic doubles are used, all persons immediately surrounding such actors or photographic doubles must be Extra Performers.
2. Undirected Street Scenes. Upon specific request of the Producer or its hiring agency, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph normal activities of persons in undirected street scenes, subject to the following limitations:
- a. Photography shall be by a moving hidden camera, except for long establishing shots or running shots or, under mutually agreeable conditions, other shots with a hidden camera.
 - b. Street scenes shall not be staged for the purpose of television.
 - c. Members of the public shall not receive direction from the Producer nor shall they be notified that a commercial is being made.
 - d. Actors or Extra Performers employed by the Producer shall not perform any business with members of the public.
 - e. Sound recordings shall not be made except for wild or cue tracks.
 - f. Neither reflectors nor studio type lighting shall be used by Producer in photographing undirected street scenes, except for the purpose of highlighting actors or Extra Performers in running shots.
3. Industrial Operations. Upon specific request of the Producer or its hiring agency, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph actual factory production showing workers engaged in practical operation of technical and complicated machinery, subject to the following limitations:
- a. The Factory scene shall not be staged for the purpose of commercial production.
 - b. Actors or Extra Performers employed by the Producer shall not perform any business with persons hired in accordance with Section 5.B. (*above*).
 - c. The factory personnel so photographed shall only appear as atmospheric background performing their usual work.
 - d. Where actors or photographic doubles are used, all persons immediately surrounding such actors or photographic doubles must be Extra Performers.
4. General. It is contemplated that during the term of this Contract certain shots of people engaged in their normal pursuits and activities would be of production value but which shots would be of such type or scope or in such locale as to be impractical to stage. For example: long establishing shots of very large crowds; long panoramic shots of locales; and incidental normal background traffic, either pedestrian or vehicular, photographed in connection with a directed street scene staged for the purpose of commercial production. The Union agrees to cooperate with the Producer in good faith to the end of liberally granting unconditional waivers to the Producer for the photographing of such activities.
- D. Technical or Complicated Machinery. The Union agrees to liberally grant waivers for the photography of persons actually operating technical or complicated equipment or machinery.

- E. Armed Forces Personnel. It is contemplated that during the term of this Contract certain photographing of personnel of the Armed Forces engaged in their normal duties or activities would be of production value, but which photographing would be of such type or such scope or in such locale as to be impractical to stage. The Union agrees to cooperate with the Producer in good faith to the end of liberally granting unconditional waivers to the Producer for the photographing of such activities.
- F. Advertiser's Regular Employees. It is contemplated that during the term of this Contract, that upon specific request of the Producer or its hiring agency, the Union will continue its present general practice of liberally granting waivers for certain photographing of actual employees of the sponsor, engaged in their regular employment, performing their normal duties or activities at the advertiser's usual place of business which would be impractical to stage.

6. ADJUSTMENTS

- A. At the time an Extra Performer performs any services which require an adjustment under the terms of this agreement:
 - 1. A designated official of the Producer and such Extra Performer shall make a good faith attempt to agree as to the exact amount that shall be paid for the performance of such services;
 - 2. Any amount of adjustment definitely agreed upon shall be written on the Extra Performer's voucher or contract by such designated official of the Producer at that time in the presence of the Extra Performer;
 - 3. If a dispute exists as to the amount of adjustment, such designated official of the Producer shall write the amount offered by the Producer on the Extra Performer's voucher or contract in the presence of the Extra Performer at that time and said amount offered shall be paid in accordance with Section 43. Payment pending settlement of the dispute;
 - 4. Such Extra Performer shall in all instances appropriately indicate on the Extra Performer's voucher or contract that the amount of adjustment offered has been agreed upon or protested, as the case may be.
- B. Whenever a definite adjustment is agreed upon in writing on the Extra Performer's voucher or contract between an Extra Performer and a designated official of the Producer (not in conflict with this Contract), such adjustment shall be final and not subject to review.
- C. The Producer shall promptly furnish the Union with a copy of the information relating to protested adjustments appearing on all Extra Performer's vouchers or contracts.
- D. If, in fact, the Extra Performer is required to do more hazardous work, or different work from that described in the call, such Extra Performer may present a claim which shall be dealt with in accordance with the grievance procedure set forth in this Contract. Such Extra Performer may also present a claim that any such call with respect to work of a hazardous nature was too broad in its terms in relation to compensation for the work to be done, or that any such call with respect to services not of a hazardous nature specified the wrong rate of compensation with respect to the services described in such call. If conciliation fails, all such claims shall be arbitrable under said grievance procedure.

7. HAZARDOUS WORK

- A. When an Extra Performer is given a call, the Extra Performer must be given a complete description of the work to be performed. In all cases, the performer must be advised of any unusual working conditions, including, but not limited to, work with animals, hazardous working conditions, night work, wet work, dust and smoke work. When an Extra Performer is not notified, the Extra Performer shall be given the option of refusing to work, and must be paid a full day's pay.
- B. Extra Performers who are hired on the minimum check, and who thereafter accept hazardous work shall be entitled to additional compensation; and the amount of additional compensation shall be agreed to between the Extra Performer and the Producer, or the Producer's representative, prior to the performance of such work. An Extra Performer will not be discriminated against for refusing to accept hazardous work.

- C. The producer will not deliberately hire anyone, but Extra Performers, hired in accordance with this Contract, to perform hazardous Extra Performer's work. No stunt performer hired as such may be employed for recognized Extra Performer's work on location except for *bona fide* emergencies not within the contemplation of the Producer, and no stunt performer hired as such may be employed for recognized Extra Performer's work at the studio on the same day the Extra Performer was employed as a stunt performer on the same production.
- D. Upon a written request from the Union, the Producer will submit to the Union a report indicating whether any stunt performers have been employed on a particular commercial. Upon the written request of the Union, the Producer will also furnish a copy of the script involved and make the film available to the Union for viewing.
- E. When hazardous work or stunt work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First aid kits shall always be available on studio sets and locations.
- F. Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) so as to avoid injury to the Extra Performer.
- G. When a hand model is given a call, the hand model must be given a complete description of the work to be performed. In all cases, the hand model must be advised of any unusual working conditions.
 - 1. If Producer requires a hand model to perform activities which by virtue of their nature will subject the hand model to physical injury or hazard, it shall be deemed hazardous work, (e.g., close contact with flame or extremely hot objects and excessive exposure to detergents or chemicals).
 - 2. Performance of hazardous work by hand models requires additional compensation, the amount of which is subject to separate negotiation between the hand model and the Producer.
- H. Depending on the nature and degree of the hazard involved:
 - 1. A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at rehearsals and performances where such hazardous work is planned. Any such person will have visible identification;
 - 2. Transportation to the nearest medical facility providing emergency services shall be readily available. When such hazardous work is planned on location, the nearest emergency medical facility (including capabilities thereof and communications therewith) will be predetermined in order to assure that transportation to such facility is readily available at all times during the performance of such work; and
 - 3. The transportation vehicle referred to above should be capable of accommodating a stretcher and first aid equipment, but such vehicle need not necessarily be an ambulance.
- I. Any dispute over alleged violations of this Section 7. shall be referred to the Standing Committee and its decision of such dispute, including any assessment of liquidated damages, shall be final and binding.

8. WET, SNOW, SMOKE AND DUST WORK (NATURAL OR ARTIFICIAL)

- A. An Extra Performer required to get wet by natural or artificial means, or to work in natural or artificial wet, snow, smoke or dust, or any combination of such conditions, shall receive additional compensation of not less than \$40.00 per day.
- B. Producer shall comply with all Federal and State laws and regulations applicable to the use of substances utilized for the creation of smoke and the Joint Policy Committee shall cooperate with the Union to the end that information concerning such Federal and State laws and regulations is disseminated. If work in smoke is required, no later than the first day of employment, Producer shall provide each Extra Performer with a Material Specification Data Sheet (MSDS).
- C. On reasonable notice from either party, the Industry-Union Standing Committee and other interested parties, including those in the television and motion picture industry, shall meet periodically to review and, taking into consideration all pertinent factors, update as necessary:

- the list of substances which are prohibited from use for the creation of smoke;
 - the procedures to be followed in the use of permitted substances; and
 - the guidelines for the maximum exposure time in smoke during any workday.
- D. In the event the Committee cannot agree on any item set out in the preceding paragraph, the matter shall be immediately referred to arbitration pursuant to the terms of the Contract.
- E. When an Extra Performer is given a call, the Extra Performer must be notified if wet, snow, smoke or dust work is involved. If the Extra Performer is not notified, the Extra Performer may refuse to perform in wet, snow, smoke or dust and will be paid a full day's pay. On any employment where wet, snow, smoke or dust work is involved, the check-off box on the face of the employment contract voucher must so indicate.
- F. An Extra Performer shall be given a fifteen (15) minute break away from the area of smoke or dust during each hour in which the Extra Performer is required to work in smoke or dust. The five (5) minute rest period provided for in Section 19.C. of this Schedule C shall be a part of the fifteen (15) minute break period provided herein and not in addition thereto. It shall be the responsibility of the Producer to provide the Extra Performer protection from sunburn, frostbite and extremes of temperature.

9. BODY MAKEUP; SKULL CAP; HAIRGOODS AND HAIRCUTS

- A. An Extra Performer who is directed to and does have body make-up or oil applied to more than fifty percent (50%) of the Extra Performer's body, and/or is required to and does wear a rubber skull cap, and/or who is required to and does wear hairgoods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees), and/or who at the time of employment is required to and does wear his own natural full-grown beard, as a condition of employment, shall be entitled to additional compensation of \$31.40 per day.
- B. It is also understood and agreed that any woman Extra Performer required to have body makeup applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any Extra Performer, whether a man or woman required to have body makeup applied to the Extra Performer's full arms and legs, shall be entitled to such additional compensation of \$31.40 per day .
- C. When an Extra Performer is required to and does furnish the Extra Performer's own hairpiece, makeup, or the Extra Performer's hair in a period style, the Extra Performer shall be paid additional compensation in the amount of \$31.40 per day.
- D. When an Extra Performer's hair (including sideburns) must be cut, advance notice must be given at the time of the booking. In no event may the Extra Performer's hair be cut earlier than forty-eight (48) hours before the call.
- E. Producer will utilize only qualified hairdressers and stylists for cutting and styling of Extra Performer's hair.

10. WARDROBE MAINTENANCE ALLOWANCE

- A. An Extra Performer who reports in and/or brings specified wardrobe as requested by the Producer, shall be entitled to a wardrobe maintenance allowance as follows:
- | | |
|--|---------------------|
| Specified Wardrobe | \$17.20 per costume |
| Evening Wardrobe / Period (pre-1950) Wardrobe..... | \$28.65 per costume |
| Uniform / Smart Street Clothes | \$28.65 per costume |
- B. A hand model shall be paid a wardrobe allowance if the hand model reports in and/or brings specified wardrobe at the request of the Producer. For example, if a Producer requests a hand model to report in and/or bring a specified shirt, sweater or jacket, the hand model shall be entitled to a wardrobe maintenance allowance.

11. WARDROBE

- A. An Extra Performer shall be dismissed as soon as the Extra Performer's wardrobe property has been turned in. Whenever an Extra Performer turns in wardrobe or property on time for which the Extra Performer is not otherwise compensated, the Extra Performer shall be paid a minimum of thirty (30) minutes at the Extra Performer's regular hourly rate for that day. If more than one-half (½) hour is required to check in the Extra Performer's wardrobe or property, the Extra Performer shall be paid for such excess time at the Extra Performer's agreed daily rate, computed in units of fifteen (15) minutes. The words "wardrobe furnished" shall be stamped on the Extra Performer's voucher whenever this is the case.
- B. No Extra Performer shall be required to report or be dismissed in evening wear or period wear or out of season wardrobe. The employer must provide proper facilities for changing pursuant to Section 44. Dressing Rooms, Sanitary Provisions, Telephone Access of this Schedule C.

12. DAMAGE TO OR LOSS OF WARDROBE OR PROPERTY

Wardrobe supplied by the Extra Performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of Producer, provided that notice of such damage or loss is given Producer within a reasonable time. In the event the damaged or lost article is covered by insurance, Producer's liability shall be limited to the difference between the Extra Performer's insurance recovery and its cost of replacement or repair. Producer shall provide a secure place for the Extra Performer to leave valuables. If the Extra Performer fails to use such a facility, the Extra Performer shall forfeit the right to recovery under this Section. In the case of loss or damage, reimbursement shall be made by Producer within two (2) weeks from written submission of substantiation of loss.

13. COSTUME FITTINGS

- A. Extra Performers fitted at a place designated by the Producer shall be paid as follows:
 - 1. If on a day prior to the work call, a quarter (¼) check for two (2) hours' time shall be paid for at the hourly rate with additional time in units of thirty (30) minutes.
 - 2. If the fitting call is on the same day as the work call, straight time computed in units of thirty (30) minutes; provided, however, if on the same day four (4) hours or more intervene between the work call and the fitting, payment shall be made as though the fitting occurred on a day prior. If less time than four (4) hours intervenes from the termination of the fitting to time of work call, all intervening time is work time.
- B. An Extra Performer who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which the Extra Performer was fitted. The rate of fittings shall be based on the classification in which the Extra Performer is employed on the Extra Performer's first day of employment on which the Extra Performer is required to wear the costume for which the Extra Performer is so fitted.

14. UNIFORMS AND SMART STREET CLOTHES ON DRESS SETS

Extra Performers, who at the request of Producer, appear in uniform or in smart street clothes on a dress set shall receive the evening wardrobe allowance (\$28.65).

15. INTERVIEWS

- A. Hand models reporting for interviews shall receive an allowance equal to one-eighth (1/8) of such hand models' applicable minimum wage for each of the first two (2) hours. For additional time of interview hand models shall be paid in units of two (2) hours at the specified written hourly rate for the call being filled. Extra Performers (other than hand models) may be called for the first interview which shall not exceed one (1) hour without payment of an interview allowance. For the second hour of interview extras shall be paid one-eighth (1/8) of such Extra Performers' applicable minimum wage and for additional time of interview in units of two (2) hours at the specified written hourly rate for the call being filled. If, within any period of interview time, any recording or photography, still or otherwise, is done for use in any

production, Extra Performers shall be paid the agreed daily wage in two (2) hour units; except that still pictures to be used exclusively for identification of the Extra Performer or wardrobe may be taken by the Producer without making such payment.

- B. Interview allowance is not compensation subject to payroll deductions. An interview for Extra Performers for a given commercial or commercials must be scheduled by Producer for a specific time and the Extra Performer notified thereof. Upon completion of the interview the Extra Performer shall be notified whether or not the Extra Performer has been selected, and the Extra Performer shall be advised as to the daily or weekly rate of compensation to be paid; if the Extra Performer is not used in the production for which the Extra Performer was selected, the Extra Performer shall be paid the agreed wage (one day or one week) unless the Extra Performer is not available when called, in which event the Extra Performer shall not be entitled to any payment.
- C. The Producer agrees to give the Union written notification within forty-eight (48) hours after the interview, as to persons so selected on interview.
- D. An Extra Performer required to report for a second interview for the same job shall be paid not less than two (2) hours' pay at the established daily rate.
- E. Extra Performers who are required to and do report for an interview in evening wardrobe or period (pre-1950) wardrobe shall be paid an additional \$28.65 over and above the interview allowance.
- F. Whenever a dispute arises because the Union claims an aggravated abuse of the Producer's right to interview has taken place, such claim shall be referred to the Standing Committee and its decision of said dispute shall be final and binding.
- G. Where such an aggravated abuse of the Producer's right to interview is found to have taken place, any Extra Performer required to report for such improper interview shall be paid an additional two (2) hours' pay at the established daily rate for the call being filled over and above the payments to which the Extra Performer is otherwise entitled.

16. REHEARSALS

Rehearsals shall be considered work time and shall be paid for accordingly.

17. OMNIES

Any Extra Performer who speaks atmospheric words, commonly known in the industry as "omnies," is entitled to the basic wage rate for the particular call.

18. ALLOWANCE FOR VEHICLES, SKATES AND PROPS

- A. Automobile, Trailer or Motorcycle
 - 1. An Extra Performer who is directed to and does report with an automobile, trailer or motorcycle shall be paid an allowance of \$36.05 per day for reporting with each such automobile, motorcycle or trailer and Producer will provide lawful parking for any such vehicle. The Producer agrees to pay a travel allowance for all miles traveled by the Extra Performer upon the Producer's instructions. The travel allowance shall be computed on the number of road miles for a round trip between the place of reporting and the studio at the maximum rate per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income.
 - 2. In the event that an Extra Performer is required to report with an automobile at a place outside the Studio Zone, the Extra Performer's work day shall commence and end at the time the Extra Performer would have normally been required to report and be dismissed at the Producer's studio or any studio if the Extra Performer were to be transported to and from the place of such reporting. In the event that such Extra Performer is required to report with an automobile at a place other than the Producer's studio or any other studio (either inside or outside the Studio Zone), the mileage computed from the Producer's studio to the reporting site and return shall be added to the total mileage traveled by an Extra Performer at the Producer's instruction during the day.

B. Skates and Skate Boards

An Extra Performer who is directed to and does report with a pair of skates or a skate board shall be paid an allowance of \$9.05 per day for each pair of skates and each skate board.

C. Bicycle or Moped

An Extra Performer who is directed to and does report with a bicycle or moped shall be paid an allowance of \$12.05 per day for a bicycle and \$18.05 per day for a moped.

D. Props

When an Extra Performer is directed to and reports with the following items, the Extra Performer shall be paid the applicable daily allowance indicated below:

Camera	\$5.50	
Pet	\$23.00	
Luggage	\$5.50	each piece (includes book bags and briefcases)
Golf Clubs and Bag	\$12.00	
Tennis Racquet	\$5.50	(if not already being paid as part of tennis wardrobe allowance)
Skis	\$12.00	(includes poles and boots)
Binoculars or Opera Glasses	\$5.50	
Large Portable Radio	\$5.50	
Books	\$2.50	each

If Producer requires the Extra Performer to provide props other than those for which a rate is specified herein, Producer will bargain with the Extra Performer to establish an appropriate rate of allowance at the time of engagement.

19. WORK DAY

A. Day's Pay Per Commercial

1. The rates set forth in Sections 2. and 4. of this Schedule C shall constitute payment for the first commercial made during any work day. An Extra Performer who performs work for more than one (1) commercial during a single day shall be paid additional compensation for each additional commercial on which the Extra Performer works in that day, provided, however, that when more than one (1) day's work is involved in a single engagement, the Extra Performer shall be entitled to payment for the number of days of work or the number of commercials produced, whichever is greater.
2. Nothing in this subsection shall affect the performer's right to overtime compensation or additional compensation as provided in Section 3. of this Schedule C.
3. An Extra Performer who performs work for more than one (1) commercial during a single day shall be paid a full day's pay for that commercial and an additional day's pay for each separate commercial on which the Extra Performer works that day. If performer incurs overtime, that overtime premium shall be paid only for one (1) commercial.

B. Products of Same Advertiser

An Extra Performer may work during a single day on one (1) commercial simultaneously demonstrating or illustrating several products of the same advertiser for the same day's pay, including overtime and additional compensation.

C. Rest Period

An Extra Performer will have at least five (5) minutes rest during each hour of actual rehearsal or shooting, but if the scene being rehearsed or shot be of a continuing nature, such rest period may be accumulated to be not

less than ten (10) minutes during each two (2) hours of such continuous rehearsal or shooting.

D. Payment for Wild Footage

1. Notwithstanding anything contained elsewhere in this Section 19., where Producer employs an Extra Performer during a single day for the purpose of shooting footage which is not being photographed for use in any particular commercial or commercials, such photography thereafter may be integrated into several commercials for the same advertiser made subsequently and may be used for a period not to exceed twenty-one (21) months, provided that each and all of the following conditions of employment are fulfilled by the Producer.
 - a. Such Extra Performer shall be notified in advance that the Extra Performer is being so employed on that single day for shooting which is not being photographed for use in any particular commercial or commercials.
 - b. Such Extra Performer shall be paid two (2) full days' pay including overtime for the Extra Performer's work performed during that single day.
 - c. Such Extra Performer shall be guaranteed an additional two (2) full days' pay including overtime for future possible use of such footage as an integrated portion of several commercials during such maximum twenty-one (21) months' period and paid accordingly, so that the Extra Performer receives a total of four (4) full days' pay including overtime, when paid for the work performed on that day in accordance with **Schedule C**, Section 45. hereof.
 - d. It is agreed that such Extra Performer shall likewise receive an additional four (4) full days' pay including overtime for any and all additional uses of such footage as an integrated portion of one (1) or more commercials during each twenty-one (21) month period beyond such first maximum twenty-one (21) month period.

E. Alternate Scenes or Lines.

Notwithstanding any provision of this Section 19. to the contrary, alternate scenes photographed or lines recorded for a specific single commercial shall not be considered additional or separate commercials and shall not require additional compensation unless and until such alternate scenes or lines are incorporated into a commercial and such commercial is telecast. In such event all Extra Performers to whom an integration fee has not been paid and who are involved in the alternate scenes or lines so incorporated shall be paid an additional day's pay whether the resulting commercial is a new or additional commercial, or a permitted versions under Section 26. Editing of Commercials.

20. INTEGRATION

- A. Subject to the provisions of Schedule C, Section 19. Work Day whenever photography made for a commercial is integrated into one (1) or more commercials, all Extra Performers involved in that portion of the footage as utilized shall receive a single additional payment as follows:

Integration Fee

Hand Model	\$445.30
Commercial Extra Performer	\$291.80

- B. Such payment is payable within fifteen (15) business days after the first air date of the first commercial into which photography has been integrated.

21. NIGHT PREMIUMS

- A. For all work performed between the hours of 8:00 P.M. and 1:00 A.M., the Extra Performer shall receive ten percent (10%) additional of any payment the Extra Performer is otherwise entitled to for such hours.
- B. For all work performed between the hours of 1:00 A.M. and 6:00 A M., the Extra Performer shall receive twenty percent (20%) additional of any payment the Extra Performer is otherwise entitled to for such hours.
- C. If the call commences before 2:00 A.M., the premium of twenty percent (20%) shall continue for all hours until the end of the call.

22. GUARANTEE OF EMPLOYMENT FOR DAILY EMPLOYEES

- A. Daily Employees: One (1) day's pay (eight [8] hours).
- B. The foregoing guarantee is subject to rights of cancellation, as provided in Sections 29. Cancellation of Calls and 30. Weather Permitting Calls of this Schedule C.

23. WORK WEEK - PAYROLL WEEK

- A. Daily Employees: The work week shall be the established payroll week of the Producer, consisting of seven (7) consecutive calendar days, starting at midnight on Saturday.
- B. Weekly Employees: The work week and payroll week shall commence with the employee's first day of employment.

24. OVERTIME

- A. An Extra Performer employed in excess of eight (8) hours (excluding meal periods) in any one (1) day of twenty-four (24) hours from the time the Extra Performer is required to and does report until dismissed, shall receive time and one-half for the ninth and tenth hours and double time thereafter, in hourly units.
- B. All overtime for Extra Performer shall be based upon the maximum pay the Extra Performer is receiving on that particular day.

25. SIXTEEN HOUR RULE

- A. Extra Performers shall not be employed in excess of a total of sixteen (16) hours, including meal periods, travel time, and actual time required to turn in wardrobe or property, in any one (1) day of twenty-four (24) hours.
- B. The damages for violation of the foregoing sixteen (16) hour rule shall be one (1) day's pay (at the Extra Performers' scheduled or adjusted daily rate as the case may be) for each hour, or fraction thereof, of such violation. Such damages shall be paid at straight time, unless the violation occurs during a Saturday, Sunday or holiday for which double time is provided under Section 26. Saturdays, Sundays and Holidays of this Schedule C.
- C. This provision shall not apply in any case or to any extent where such violation occurred as a result of circumstances or conditions, other than production circumstances or conditions beyond the control of the Producer with respect to or affecting the return of such Extra Performers from location, but where the damages are excused, the Extra Performer shall receive all applicable overtime. The Union will not claim any breach of contract resulting from the violation of the sixteen (16) hour rule unless the damages above prescribed are incurred and not paid.

26. SATURDAYS, SUNDAYS AND HOLIDAYS

- A. Saturdays
 - 1. All work performed on Saturday (midnight Friday to midnight Saturday) except on a distant location shall be paid at the rate of double time.
 - 2. Saturdays, as such, worked on a distant location shall be paid for at straight time.
 - 3. Saturdays not worked on a distant location where the Extra Performer is required to remain and be lodged overnight at Producer's expense shall be paid an allowance of one (1) day's pay at straight time.
- B. Sundays
 - 1. All work performed on Sundays (midnight Saturday to midnight Sunday) shall be paid at the rate of double time.
 - 2. Extra Performers on a distant location shall be paid an allowance of one (1) day's pay at straight time

3. for Sundays not worked.

C. Holidays

1. New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as holidays. If any of the above holidays falls on Sunday, the following Monday shall be deemed the holiday.
2. Provisions for Holidays Not Worked:
Distant location employment: Allowance of one (1) day's pay at straight time.
3. Provisions for Holidays Worked:
Daily Extra Performers: Double daily wage.
Weekly Extra Performers: Two-fifths (2/5) agreed weekly salary.

27. WORKING IN HIGHER CLASSIFICATION

If any part of the work day is worked at a higher rate than the rate under which the Extra Performer is called for work, the higher rate shall prevail for that entire work day. If the Extra Performer is called back for the next day and the Producer intends that the Extra Performer shall revert to the rate at which the Extra Performer was originally hired, the Extra Performer must be notified of such intention at the time of the call back. An Extra Performer who is hired by the week and is adjusted to a higher classification shall receive additional compensation for such day or days that the Extra Performer performs the work in the higher classification by an amount not less than the difference between the daily *pro rata* of the Extra Performer's weekly compensation and the daily pay for such higher classification.

28. CALLS AND CALL BACKS

- A. At the time of hiring, an Extra Performer shall be informed of the type of work involved; whether it is an interior or exterior; if it is to be on location; wardrobe requirements and the estimated total number of days of the call when known.
- B. A "call back," as the phrase is used herein, means instruction by the Producer to the Extra Performer given prior to dismissal of such Extra Performer to return to work on the same commercial.
 1. Producer agrees that "call backs" for Extra Performers (including hand models) shall be made no later than 4:00 P.M. on the business day prior to that specified in such call back. When given a definite "call back," an Extra Performer may not be canceled with respect thereto after 4:00 P.M. of that day, except in accordance with the provision of Sections 29. Cancellation of Calls, and 30. Weather Permitting Calls, of this Schedule C.
 2. Unless the Extra Performer has been given a definite "call back" to return the following day by 4:00 P.M. of a particular day on which shooting commences prior to 2:00 P.M., the Extra Performer shall be free to seek and accept other employment commitments.
 3. Notwithstanding the foregoing, if the Extra Performer is established so that the Extra Performer cannot be replaced and the Producer requires the Extra Performer's services on the following work day, by giving the Extra Performer a definite "call back," the Extra Performer shall report pursuant to such "call back" at not less than the same rate of pay. An Extra Performer, who is given a "call back" after accepting another employment commitment and who must report pursuant to such "call back" because the Extra Performer has been established and cannot be replaced, will receive the assistance of the Producer giving the "call back" or its designated casting agency in arranging for the Extra Performer to be relieved of such other employment commitment. An Extra Performer who has performed work at a given rate of pay and is thereafter given a "call back" shall be offered not less than such rate or shall be free to accept other employment commitments rather than accept the "call back" at a lesser rate.

29. CANCELLATION OF CALLS

- A. The Producer shall have the right to cancel any call for any of the following reasons beyond its control:

1. Illness in principal cast;
 2. Fire, flood or other similar catastrophe;
 3. Governmental regulations or order issued due to a national emergency.
- B. In the event of any such cancellation, the Extra Performer so canceled shall receive a one-half ($\frac{1}{2}$) check, except as provided in Subsection E. below.
- C. The Producer shall be entitled to hold and use Extra Performers for four (4) hours only to the extent herein provided. For each additional two (2) hours or fraction thereof, the Extra Performer shall receive a one-quarter ($\frac{1}{4}$) check.
- D. During the time an Extra Performer is so held, the Producer has the privilege of putting such Extra Performer into costume, rehearsing, or making other use of the Extra Performer's services. If, however, any recording or photography is done, whether still pictures or otherwise, the Extra Performer shall be paid the agreed daily wage.
- E. If an Extra Performer is notified of such cancellation before 4:00 P.M. of the work day previous to the work date specified in such call, or is otherwise employed on the same work date by the same production company, at a rate equal to or higher than the rate applicable to such Extra Performer as specified in such canceled call, the Extra Performer shall not be entitled to such one-half ($\frac{1}{2}$) check.
- F. If an Extra Performer's second work assignment is for a time to commence less than four (4) hours after the time of the Extra Performer's canceled call, the Extra Performer shall receive in lieu of the one-half ($\frac{1}{2}$) check an allowance for the cancellation of the call on a straight time hourly basis, computed in thirty (30) minute units from the time of the first call to the time of the Extra Performer's second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than four (4) hours after the time of the canceled call, the Extra Performer shall receive the one-half ($\frac{1}{2}$) check. Overtime, if any, shall be computed without reference to the Extra Performer's first call.
- G. If an Extra Performer has not been notified as contemplated by Subsection E. above, then notice must be posted at the hour designated for the call, stating set will not work.
- H. Nothing herein contained shall enlarge the Producer's right to cancel calls.
- I. Except as provided herein above, and except for the Performer's default, illness or other incapacity, whenever an Extra Performer's call is canceled, the Extra Performer shall be entitled to a full day's pay.

30. WEATHER PERMITTING CALLS

- A. When the scheduled photography is canceled by Producer because of weather conditions, Extra Performers reporting pursuant to a "weather permitting" call shall be paid one-half ($\frac{1}{2}$) day's pay, which shall entitle the Producer to hold the Extra Performer for not exceeding four (4) hours; the Extra Performer shall receive a one-quarter ($\frac{1}{4}$) check for each additional two (2) hours or fraction thereof, during which the Extra Performer is thereafter so held.
- B. During this time the Producer may costume, rehearse or otherwise use the Extra Performer on the specified commercial, except for recording or photographing, still or otherwise, of such Extra Performer.
- C. If the Extra Performer is used for such recording or photographing, the Extra Performer shall receive a day's pay.
- D. The Extra Performer may cancel a "weather permitting" call previously accepted, by notifying the agency which issued the call prior to 7:30 P.M. or the closing time of such agency, whichever is the earlier, unless the Extra Performer has been established in the commercial production.
- E. "Weather permitting" calls shall not be issued for stages in studios, nor shall a "weather permitting" call back be issued to any Extra Performer after the Extra Performer has been established or after the commencement of photography.

- F. When a "weather permitting" call is given, the Producer must specify that the Extra Performer is to work (1) if it is raining, (2) if it is cloudy, or (3) if the sun is shining; provided that if any other special type of weather is a condition precedent to the Extra Performer working, the same may be specified, but must be described sufficiently.
- G. Producer agrees that it will not request an Extra Performer to call in the early morning hours of the following day for a possible "weather permitting" call.

31. MEAL PERIODS

- A. Meal periods shall be not less than one-half (½) hour nor more than one (1) hour. Not more than one (1) meal period shall be deducted from work time during the first eight (8) hours. When a meal is provided by Producer on a half-hour (½) meal break, the Extra Performers' meal period shall commence only when all Extra Performers have received their food.
- B. The first meal period shall be called not later than six (6) hours from time of call, and all subsequent meal periods, commencing with the second meal period, shall be called not later than six (6) hours after the termination of preceding meal period. Producer may call a meal period on work time and the deductible meal period shall commence not later than six (6) hours thereafter.
- C. Night Meals. Food and hot drinks shall be provided when Extra Performers are required to work after 11:30 P.M.
- D. Whenever Producer supplies meals or other food or hot drinks, or pays any money in lieu thereof, to the cast and crew, the same shall be furnished to all Extra Performers. When meals are served to Extra Performers, tables and seats shall be made available for this purpose. The furnishing of snacks, such as hot dogs or hamburgers, to Extra Performers by the Producer shall not constitute a meal period.
- E. If, upon the expiration of any six (6) hour meal period, the camera is in the actual course of photographing a "take," it shall not be a violation to complete such "take." If on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads or airlines, there shall be no penalty for violation of the above provisions. If the caterer is carefully chosen, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no liquidated damages for the violation, but if such delay shall continue beyond one-half (½) hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time. If on location and after commencement of work time, the Extra Performer is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, then the first meal period may be six (6) hours after such breakfast.
- F. Violation of Meal Period Provisions. The meal period violation damages to be paid to all Extra Performers on a particular commercial who are entitled to such damages for any violation of the foregoing meal period provisions shall be \$25.00 per violation for each Extra Performer for the first and second half hour delay or fraction thereof, and \$50.00 for the third half hour and all subsequent half hour periods or fraction thereof. (*See Agreed Interpretation 18, page 126.*)

32. WORK TIME - STUDIO ZONES

- A. The New York Studio Zone shall mean the territory within a radius of eight (8) miles from Columbus Circle. An Extra Performer may be asked to report only to a studio or location anywhere within this zone; however, an Extra Performer may be required to report to and be dismissed at a pickup spot, but such spot must lie between the territory between 23rd Street and 59th Street, bounded by First Avenue and 11th Avenue.
- B. The Los Angeles Studio Zone shall be the area within a circle of thirty (30) miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California.
- C. The San Francisco Studio Zone shall be the area within the City and County of San Francisco, California.

- D. Studio rates and working conditions shall prevail for all work performed within the studio zone. Extra Performers may be required to report for work and be dismissed at the zone location between 6:00 A.M. and 10:00 P.M. in which event work time shall begin and end at the zone location. Extra Performers shall be allowed to report to and be dismissed from a location, studio or pickup spot within the pickup zone between the hours of 10:00 P.M. and 6:00 A.M., in which event work time shall begin and end at the location, studio or pickup spot within the pickup zone. If, however, Extra Performer is being transported by courtesy bus from a pickup spot to a location or studio within the hours of 10:00 P.M. and 6:00 A.M., up to one-half (½) hour each way will be allowed for such a courtesy bus. If Extra Performers are first required to report to the studio, work time shall begin and end at the studio, such work time to include travel time both ways between the studio and zone location.

33. TRANSPORTATION

- A. When an Extra Performer is required to report at the zone location, such Extra Performer shall furnish the Extra Performer's own transportation, unless the zone location cannot be reached by ordinary means of transportation. Producer shall provide a step stool for getting into and out of transportation vehicles.
- B. If the services of the Extra Performer are required at any place other than the place of reporting, the Producer shall be required to furnish the necessary transportation, except when an automobile is furnished pursuant to the provisions of Section 18. Allowances for Vehicles, Skates and Props of this Schedule C. Extra Performers shall be dismissed at the place of reporting.
- C. Any Extra Performer required to work at night and not dismissed by 10:00 P.M., will be provided transportation by the employer.

34. NEARBY LOCATION DEFINED

Nearby locations are those locations outside of the studio zone on which Extra Performers are not lodged overnight but return to the studio at the end of the workday.

35. NEARBY LOCATION - WORK TIME; TRAVEL TIME

Studio rates and working conditions shall prevail on nearby locations. Work time shall begin when ordered to report at the studio. Travel time to and from location, and while on location, shall be work time, provided, however, that travel time from a nearby location shall be paid in units of fifteen (15) minutes and shall not be considered for the purpose of computing daily overtime. No additional compensation shall be paid for travel time which occurs during the period for which the Extra Performer is otherwise compensated.

36. DISTANT LOCATION DEFINED

Distant locations are locations on which the Extra Performers are required to remain away and be lodged overnight.

37. DISTANT LOCATION

- A. Studio minimum wage rates and working conditions shall apply on distant locations, except as follows:
- B. Saturdays worked shall be paid at straight time.
- C. For those Extra Performers required to remain away and be lodged overnight, an allowance of one (1) day's pay at straight time shall be paid for each day (including Sundays and holidays) not worked on such distant location.

38. NOTICE OF LOCATION

- A. The Producer or its hiring agency will notify the Union of all locations to which Extra Performers have been assigned and such notice shall be in writing with respect to overnight locations where Extra Performers are assigned at least twenty-four (24) hours before shooting commences.
- B. The Producer or its hiring agency shall, at the time a call is given to an Extra Performer, notify such Extra Performer if such call is for work on location and shall also specify, insofar as it is then known, the

whereabouts of such location.

- C. When Extra Performers are on distant location and are to leave such distant location at a time that would not normally permit them to arrive at the Producer's studio or other place of dismissal prior to 6:30 P.M. of the day of such arrival and, further, the Extra Performers concerned do not have a call for work on the next work day following the day of such arrival, then the Producer shall make arrangements so that the hiring agency of the Producer will be notified, as early as possible but in no event later than 6:30 P.M. of the day of such arrival, that such Extra Performers will be available for work on the next work day following the day of arrival. The Producer will also request its hiring agency to so notify the agencies engaged in the hiring of Extra Performers.

39. TRAVELING EXPENSES AND ACCOMMODATIONS

- A. The Extra Performer's necessary traveling expenses, meals, and lodging shall be made available at the Producer's expense. The Producer shall furnish first class transportation to and from distant locations with first class sleeping accommodations. If first class transportation and accommodations are not available for reasons beyond the Producer's control, the Producer shall furnish the next best available class, promptly notify the Union and the Extra Performer what arrangements have been made.
- B. When an Extra Performer is requested by Producer to travel by plane, Producer shall pay the Extra Performer an additional fee of \$11.30 for flight insurance.
- C. When a Producer requests an Extra Performer to fly by a non-commercial or nonscheduled carrier Producer shall obtain a short term insurance policy for the Extra Performer providing insurance equal to the amount available for \$11.30 on a commercial carrier. Notwithstanding anything to the contrary, the maximum insurance required under this paragraph shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

40. DISTANT LOCATION TRAVEL TIME DEFINED

- A. Travel time is the time consumed in transporting Extra Performers to and from the studio or place of reporting and the distant location and from the shooting site on the distant location to the housing base.
- B. Travel time begins when the Extra Performer is directed to and does so report for travel and ends when the Extra Performer arrives at destination.
- C. Travel time shall in no event exceed eight (8) hours in any period of twenty-four (24) hours.

41. DISTANT LOCATION - WORK TIME AND TRAVEL TIME

For the purpose of this Section 41., a "day" shall be deemed midnight to midnight.

A. Travel Only — No Work

- 1. To Distant Location. Extra Performers shall be paid one (1) day's pay (eight [8] hours) for each day or portion thereof spent in traveling to such location when no work is performed on such day or days of travel, unless such Extra Performer is otherwise compensated for any such day or days in accordance with Section 37.B. Distant Location of this Schedule C.
- 2. From Distant Location. Extra Performers shall be paid one (1) day's pay (eight [8] hours) for each day or portion thereof spent in traveling from a distant location when no work is performed on such day or days, unless otherwise compensated for as provided in Section 37.B. Distant Location of this Schedule C.

B. Travel and Work

- 1. To Distant Location. Time spent in traveling to a distant location on any day on which the Extra Performer performs work after arriving on the distant location shall be included in the Extra Performer's work day for all purposes, except that if the Extra Performer arrives at the location past midnight and the Extra Performer's call for work on the distant location is for a time later in the day of the Extra Performer's arrival, then, for the travel time past midnight, the Extra Performer shall be paid for the actual time spent in traveling past midnight computed at the rate of one-thirty-seconds (1/32) of the

Extra Performer's daily wage for each fifteen (15) minutes or fraction thereof. Travel time from the shooting site on the distant location to the housing base shall be paid in accordance with Subsection E. hereof.

2. From Distant Location. Time spent in traveling from a distant location on any day on which the Extra Performer performs work after arriving shall be included in the Extra Performer's work day for all purposes, except that if the Extra Performer arrives at the Producer's studio or place of dismissal past midnight and the Extra Performer's call for work is for a time later in the day of the Extra Performer's arrival, then, for the time spent in traveling past midnight, the Extra Performer shall be paid for the actual time of travel past midnight, computed at the rate of one-thirty-seconds (1/32) of the Extra Performer's daily wage for each fifteen (15) minutes or fraction thereof. Travel time from the nearby location to the studio, if any, shall be paid in accordance with the applicable provisions of Section 35. Nearby Locations - Work Time; Travel Time of this Schedule C.

C. Work and Travel

1. To Distant Location. Time spent in traveling to a distant location on any day on which the Extra Performer performs work prior to leaving for the distant location and for which the Extra Performer is not otherwise compensated shall not be considered for the purpose of computing daily overtime, but shall be paid at the rate of one-thirty-seconds (1/32) of the Extra Performer's daily wage for each fifteen (15) minutes or fraction thereof consumed in such traveling on that day.
2. From Distant Location. Time spent in traveling from a distant location on any day which the Extra Performer performs work prior to leaving the distant location and for which the Extra Performer is not otherwise compensated shall not be considered for the purpose of computing daily overtime, but shall be paid at the rate of one-thirty-seconds (1/32) of the Extra Performer's daily wage for each fifteen (15) minutes or fraction thereof consumed in such traveling and provided further that, if such Extra Performer travels past midnight and is not given a call for work on the day of the Extra Performer's arrival (or on the next work day following the day of arrival if the day of arrival is a Saturday, Sunday or holiday) the Extra Performer shall receive a full day's pay (eight [8] hours) at the rate in effect pursuant to Subsection F. hereof for the day of arrival and shall not be entitled to any compensation for travel time occurring after midnight.

D. Work, Travel and Work

Time spent in traveling to or from a distant location on any day on which the Extra Performer performs work before and after such travel shall be included in the Extra Performer's work day for all purposes, subject to the provisions of Subsection E. hereof and Section 35. Nearby Location – Work Time; Travel Time of this **Schedule C**.

E. Travel Time While on Distant Location

Travel time while on distant location shall be work time, provided, however, that travel time for the shooting site on distant location to the housing base for which the Extra Performer is not otherwise compensated shall be paid at the rate of one-thirty-seconds (1/32) of the Extra Performer's daily wage for each fifteen (15) minutes or fraction thereof, and such time shall not be considered for the purpose of computing daily overtime.

F. Travel Time on Saturdays, Sundays and Holidays

1. Time spent in traveling to or from a distant location on Saturday shall be paid for at straight time.
2. Time spent in traveling to or from a distant location on Sunday and/or any of the holidays recognized in this Schedule C shall be paid for at one-and-one-half (1½) times the Extra Performer's regular rate of pay.

G. Sleeper Accommodations

When an overnight trip to or from a location is required and the same takes at least seven (7) hours to reach and the Extra Performer is given a berth on a boat or a train, then the time spent by the Extra Performer on such boat or train shall not be work time or travel time for any purpose. Nothing herein shall affect the right of the Extra Performer to receive eight (8) hours' pay for each day spent in traveling under Subsection A. hereof

or the Extra Performer's right to be paid for time intervening between work and departure.

42. PREFERENCE OF EMPLOYMENT

- A. The parties hereto recognize that in an industry in which employment of Extra Performers is characterized by work assignments of short duration, nevertheless the Producer's need for an experienced and qualified work force in the various geographic work zones must be met, and the parties agree as follows:
1. Only in the event Extra Performers are unqualified, or are insufficient in number, or are not readily available according to the present general hiring practice of the industry to meet the employment needs of Producer, may the Producer secure employees from any other source. Producer agrees that it or its respective hiring agency will notify the Union prior to so securing employees from other sources. If the Union claims that there are Extra Performers, qualified, sufficient in number and readily available in accordance with the present general hiring practice to meet the employment needs of the Producer, the Producer may nevertheless hire persons from other sources, but the Union may submit the dispute to arbitration in accordance with the arbitration procedure provided in this Contract.
 2. Nothing herein contained shall be so construed or in any manner limit Producer's present exclusive right to cast Extra Performers.
 3. It is agreed that Producer shall give preference in giving call backs and making adjustments, to Extra Performers, who at such time are on casting agencies call lists, except as to those Extra Performers who have been "established" in the scene concerned.
- B. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section 42. It is therefore agreed that, in the absence of any other mutual agreement regarding liquidated damages for such breach, the Producer shall pay to the Union as liquidated damages in the event of such breach, the sum of \$250.00 for each single breach. Each employment or use by Producer of a person other than a qualified Extra Performer on a television commercial in violation of this Section 42. on any given day shall constitute a separate single breach hereunder. In the event the breach is disputed, it shall be resolved by the Standing Committee. Provided the Union has been notified by the Producer in writing of the hiring of an Extra Performer pursuant to Schedule B, Section 1., then claim of breach must be initiated in writing by the Union within sixty (60) days thereafter or the claim is invalid.
- C. Preference of Employment shall only apply to the following Extra Zones:
- | | |
|-------------------------|--------------------------------------|
| Albuquerque, New Mexico | Minneapolis-St. Paul, Minnesota |
| Atlanta, Georgia | Nashville, Tennessee |
| Boston, Massachusetts | New Orleans, Louisiana |
| Chicago Illinois | Orlando, Florida |
| Cincinnati, Ohio | Philadelphia, Pennsylvania |
| Cleveland, Ohio | Phoenix, Arizona |
| Coral Gables, Florida | Pittsburgh, Pennsylvania |
| Dallas-Ft. Worth, Texas | Portland, Oregon |
| Denver, Colorado | St. Louis, Missouri |
| Detroit, Michigan | San Juan, Puerto Rico |
| Hawaii | Salt Lake City, Utah |
| Indianapolis, Indiana | San Diego, California |
| Kansas City, Missouri | San Francisco, California |
| Las Vegas, Nevada | Seattle, Washington |
| Los Angeles, California | Tucson, Arizona |
| Louisville, Kentucky | Washington, D.C.-Baltimore, Maryland |
- D. In addition to the scope of this Contract this Schedule C shall be effective and apply to all persons engaged, employed or used to perform extra work for television commercials in the zones as defined herein, except that Section 42. of this Schedule C shall not apply to children under four (4) years of age.

E. Production Based in New York.

1. For production based in New York the terms and conditions of this Schedule C shall apply in an area for a radius of three-hundred (300) miles from the center of Columbus Circle, in the City of New York; provided, however, that Producer shall not be obligated to transport Extra Performers to locations (other than locations any place on Long Island) which are distant more than one-hundred (100) miles from the center of Columbus Circle in the City of New York. The foregoing exception is limited to Producer's obligation with respect to transportation only and shall not relieve Producer of any other obligation under this Agreement, including, without limitation, the provisions of this Section 42. Preference of Employment, if registered Extra Performers are readily available at the time and place of location photography.
2. The phrase "based in New York" shall mean production within the area defined by Subsection E.1. herein, by a studio situated in the New York Metropolitan Area which is hereby defined as the area within a radius of fifty (50) miles from the center of Columbus Circle.

F. Production Not Based in New York

1. For production not based in New York the terms and conditions of this Schedule C shall apply, in a zone within a radius of one-hundred (100) air miles from the center of Columbus Circle, in the City of New York.
2. A second circular zone, drawn with a radius of three-hundred (300) air miles from the center of Columbus Circle, which however, excludes the area of the circle described in Subsection E.1.) above, is hereby created. In such zone it is agreed that for production not based in New York, only the minimum wage scales and working conditions of this Schedule C shall apply. However, Producer shall not be obligated to transport Extra Performers in this zone, and the provisions of this Section 42. Preference of Employment shall be applicable in this zone for Extra Performers, only if such Extra Performers are readily available at the time and place of photography.
3. The phrase "not based in New York" shall mean the production of a commercial by a studio situated outside of the New York Metropolitan Area, as hereinabove defined, on location in the jurisdiction as defined in Subsection F.1. above.

G. The "Los Angeles Extra Zone" referred to in this Schedule C shall be an area within a circle three- hundred (300) air miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, which shall not include the Republic of Mexico or the cities of San Diego, California, and Las Vegas, Nevada; provided, however, that Producer shall not be obligated to transport Extra Performers to locations which are distant more than one-hundred (100) miles from the intersection of Beverly Boulevard and La Cienega Boulevard in Los Angeles, California. The foregoing exception is limited to Producer's obligation with respect to transportation only and shall not relieve Producer of any other obligation under this Agreement, including, without limitation, the provisions of this Section 42, Preference of Employment, if registered Extra Performers are readily available at the time and place of location photography.

H. The "San Francisco Extra Zone" referred to in this Schedule C shall be an area within a circle of one-hundred (100) air miles in radius of Market and Powell Streets, San Francisco, California, including Lake Tahoe, but excluding, however, the Los Angeles Extra Zone described in Subsection G. above.

I. The "Hawaii Extra Zone" referred to herein shall be an area consisting of the State of Hawaii.

J. The "San Diego Extra Zone" referred to in this Schedule C shall be an area consisting of the City of San Diego, California.

- K. The following specified "Extra Zones" referred to in this Schedule C shall be an area one-hundred (100) miles from the center of the city except for the cities indicated by asterisk as to which an area fifty (50) miles from the center of the city shall apply:

Albuquerque, New Mexico	Minneapolis-St. Paul, Minnesota
Atlanta, Georgia	*Nashville, Tennessee
Boston, Massachusetts	*New Orleans, Louisiana
Chicago, Illinois	*Orlando, Florida
*Cincinnati, Ohio	Philadelphia, Pennsylvania
Cleveland, Ohio	Phoenix, Arizona
Coral Gables, Florida	Pittsburgh, Pennsylvania
Dallas-Ft. Worth, Texas	*Portland, Oregon
Denver, Colorado	St. Louis, Missouri
Detroit, Michigan	Salt Lake City, Utah
*Indianapolis, Indiana	San Juan, Puerto Rico
*Kansas City, Missouri	Seattle, Washington
Las Vegas, Nevada	Tucson, Arizona
*Louisville, Kentucky	Washington, D.C.-Baltimore, Maryland

- L. In the event AFTRA has offices in cities other than those listed above and Producer claims that there is not a sufficiently large professional talent pool in the area of any office hereafter established by AFTRA to warrant application of Preference of Employment, or if Producer so claims with respect to any of the cities indicated by asterisk in Subsection K. above, the matter shall be submitted to the Standing Committee for determination.

43. HIRING OF EXTRA PERFORMERS

- A. An Extra Performer is engaged if he or she has been notified of the specific date to report.
- B. No Extra Performer shall be employed on account of personal favoritism.
- C. Rotation of work shall be established to such reasonable degree as may be possible and practicable.
- D. No person having authority from the Producer to hire, employ or direct the services of Extra Performers, shall demand or accept any fee, gift, or other remuneration in consideration of hiring or employing any person to perform work or services as an Extra Performer, or permitting such person to continue in said employment.
- E. Producer agrees to give written notice to their casting employees and to independent casting agencies (the names of which shall be provided by the Unions) that the following are prohibited practices:
 - 1. A Casting Director shall not attend or lend the Casting Director's name to any acting school, workshop, seminar or like programs which the Casting Director knows either expressly or by implication promises a performer a guarantee of employment in exchange for the performer's attendance at such program.
 - 2. A Casting Director shall not attend or lend the Casting Director's name to any acting school, workshop, seminar or like programs which the Casting Director knows advertises the specific role(s) or commercial(s) for which the Casting Director is currently casting.
 - 3. A Casting Director is prohibited from accepting any fee from a performer in exchange for selection for a specific role or for viewing a performer's showcase performance.
- F. No Extra Performer shall be requested by or on behalf of Producer to agree to any exclusivity provision of any kind or nature nor shall any Extra Performer otherwise be limited in any way in the Extra Performer's right to accept and secure employment in any commercial hereunder because of the Extra Performer's previous employment in a commercial or commercials advertising competitive products or services.
- G. The following persons shall not be employed as Extra Performers with respect to the production of any commercial: persons on the payroll of the advertising agency; staff or crew of the production company;

or any person involved in the casting process. Producer shall pay to the Union, as liquidated damages, an amount equivalent to the minimum applicable session fee for each commercial for which such person is employed during a single engagement, up to a maximum of two such session fees.

- H. Only the Producer or its hiring agency shall perform any services in connection with the hiring or employment of Extra Performers, whether for remuneration or otherwise.
- I. No service of the Extra Performer is contracted for except as specified in this Agreement. This paragraph is not intended to prevent an Extra Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Extra Performer shall agree, subject only to the fact that it shall not be in conflict with the collective bargaining agreements of the Union.

44. DRESSING ROOMS, SANITARY PROVISIONS, TELEPHONE ACCESS

- A. Water Supply. Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.
- B. Chairs and Cots. Every Producer shall provide an adequate number of suitable chairs on sets or locations for all Extra Performers. On every set, or location, a cot of a type suitable for use as a stretcher, or a stretcher, shall be provided.
- C. Dressing Rooms. Every Producer shall provide at the studios or locations a room where Extra Performers may change their clothing in privacy and comfort. Rest Rooms may not be used as changing rooms. Unless dressing rooms are provided adjacent to set or location on which Extra Performers are required to work, Producers shall be responsible for damages to Extra Performers' personal wardrobe or property. Separate dressing rooms shall be "clean and in repair" and Producer shall designate a person responsible to implement the foregoing. Adequate space and reasonable privacy shall be provided for wardrobe changes for each Extra Performer. Heaters or fans shall be provided as needed, in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical, or legal limitations or location practicalities, the matter shall be discussed with the Union. Waivers shall not be unreasonably withheld under such circumstances.
- D. Locker Rooms. Adequate provisions shall be made for the proper and safe keeping of the clothing of Extra Performers during working hours. An adequate number of clothes racks shall be provided on sets or locations where Extra Performers are employed. If a locker is not provided on sets or on locations during time of employment of Extra Performers, a responsible party shall be put in charge of any clothing or property belonging to Extra Performers.
- E. Toilet and Washing Facilities on Locations. Adequate toilet facilities shall be provided for all Extra Performers, and toilets shall be kept in a clean and sanitary condition. The seats of these toilets shall be screened between each one and in front. Toilet paper must be provided. Sanitary napkins shall be obtainable. Washing facilities must be provided and either paper or individual towels supplied. Common towels will not be permitted. Soap must be provided. Appropriate time and facilities for cleanup shall be afforded all Extra Performers before departing from a distant location.
- F. Temperature Control. When Extra Performers are not performing before cameras, they shall be provided with a reasonable temperature control area.
- G. When buses, automobiles, or other means of transportation are used as shelters or resting areas at the location, such facilities shall be available at all times.
- H. Violation of any of the above provisions of this Section 44. shall entitle all Extra Performers employed on the set or location involved to receive such amount of additional compensation as may be assessed by decision of the Standing Committee.
- I. Extra Performers shall have the opportunity to use a telephone when same is available for such use so long as production or work is neither interfered with nor delayed.

45. PAYMENT REQUIREMENTS

- A. Daily Extra Performers shall be paid within twelve (12) working days.
- B. Each Producer who is signatory to this Contract shall deliver to the Union the several checks for the money due from such Producer to the respective Extra Performers as remuneration for services rendered by them, such checks to be delivered by the Union to the Extra Performers entitled thereto. At the time of turning over the said checks, the Producer will furnish the Union with whatever records may be required to enable it to distribute the same.
- C. The foregoing payment requirements shall apply in the case of all wages, agreed upon or offered adjustments, allowances and damages to which Extra Performers are entitled under this Schedule C. In the event of a claim, any undisputed sums due and payable to Extra Performers shall nevertheless be paid within the time period specified in this Section 45. Failure to make timely payment shall activate the late payment damages. Liquidated damages for late payment shall accrue commencing twelve (12) business days after the settlement of a disputed claim.

46. LIQUIDATED DAMAGES FOR LATE PAYMENT

- A. In the event Producer fails to make timely payment as provided in Section 45. Payment Requirements of this Schedule C, the following cumulative damage payments shall be due and payable to the Extra Performer for each day, beginning with the day following the date of default: \$2.50 per day for each day up to twenty-five (25) days (excluding Saturdays, Sundays and holidays which Producer observes). Thereafter, the liquidated damage payment shall cease unless either the Union or the Extra Performer gives written notice to the Producer of nonpayment. In the event such notice is given and full payment, including accrued liquidated damages, is not made within twelve (12) working days thereafter, the liquidated damage payment shall be resumed retroactive to the date of the receipt of notice of nonpayment and the amount of such damages shall thereafter be \$5.00 per day and shall continue without limitation as to time. Such liquidated damages shall be in addition to any and all other remedies which the Union may have against Producer under this Contract.
- B. The liquidated damages herein provided shall not be invoked if the Extra Performer is at fault for failure to furnish a W-4 form or other required tax forms or if the Extra Performer, having been furnished a contract or voucher on or before the date of employment, fails to return the signed contract or voucher promptly, or when there is a *bona fide* dispute as to compensation.

47. TIME CLOCKS

The Producer agrees to designate an official clock on each set for the purpose of computation as required by this **Schedule C**.

48. CONSTRUCTION

The language in all parts of this **Schedule C** shall in all cases be construed simply, according to its fair meaning, and not strictly for or against the Union or the several Producers. Unless otherwise specifically defined in this **Schedule C**, all terms used herein shall be given their common meaning in the television industry.

49. REPORTING OF INJURIES

The Producer agrees to notify the Union in the event an Extra Performer is hospitalized as the result of an accident during the course of the Extra Performer's employment.

50. AGENCY FEE

- A. All compensation paid to Extra Performers employed by the Producer through any agency shall be net to the Extra Performer, except for such deductions or withholdings as may from time to time be provided by law.
- B. The Producer, not the Extra Performer, shall bear the agency fee for obtaining employment. If the Extra

Performer is represented by an agent, the Producer will include the agent's commission in the gross compensation to the Extra Performer, provided that the Extra Performer's gross compensation, less such agent's commission, is not below the applicable minimum compensation for such employment. However, an Extra Performer working in the classification of hand model under the "Unlimited Use" provision of Section 2. Minimum Wage Rates may pay an agent's commission out of such minimum payment. Gross compensation for all Extra Performers shall be subject to applicable Health and Retirement contributions.

- C. Upon written request of either party during the term of this Contract, the provisions of Subsection B. above shall be subject to renegotiation for the purpose of correcting any claimed abuses or hardships arising thereunder.

51. REQUIRED RECORDS AND REPORTS

- A. The Producer agrees that the Union shall be afforded reasonable access to the records of any agency used by the Producer for the employment of Extra Performers.
- B. Contracts
 - 1. Producer shall give Extra Performer at the time of reporting to the set, a properly filled in and executed standard employment contract in the form of Exhibit A-2 to this Contract. The face of such contract shall include a check-off box to note whether wet, snow, smoke or dust work is involved. Producer shall provide to each performer a copy of his or her standard employment contract at the end of the workday.
 - 2. Producer and Union agree that where the travel, work and mealtimes are stated on a contract, no further reports or records need be sent to the Union. However, when such information is not stated on the contract, the Producer shall submit a production time report to the Union.
 - 3. The check voucher shall contain the following unemployment information:
 - a. Employer of Record;
 - b. Address;
 - c. State in which unemployment insurance is filed;
 - d. State Identification Number;
 - e. State Unemployment Insurance Number;
 - f. Original session date(s).
- C. The Producer or its hiring agency will furnish the Union with a list of all Extra Performers engaged, employed or used to render services, showing the date, the time and the commercials to which they are assigned.
- D. In conjunction with the reporting requirements generally applicable to the employment of Extra Performers under this Schedule C, the Producer agrees to furnish the Union with production reports in a standard form to be agreed upon containing information as to the names of and work performed by Extra Performers on television commercials, together with the amount of initial and additional compensation paid to each such Extra Performer, and the Extra Performer's date or dates and hours of employment and the type of use involved.
- E. Producer further agrees to cooperate with the Union in securing from advertising agencies and other interested third party purchasers, assignees, transferees and successors in interest, letters of adherence or assumption agreements in the standard form of this Contract, relative to television commercials produced hereunder.
- F. Failure of the Producer to furnish the Union with any record or reports as required by this Schedule C shall be deemed to constitute a substantial and material breach hereof and entitle the Union to take such lawful steps as it deems necessary to remedy such breach of contract.

52. STUDIO PASSES

- A. The Producer shall give the Union full opportunity to check the performance of this Schedule C including access to sets, but the Union checking shall be done in such a manner as not to interfere with production.
- B. The duly authorized representatives of the Union shall be furnished a pass to the studios, which shall permit the representatives to visit any portion of the studio necessary for the proper conduct of the business of the Union during working hours.

53. PAY TELEVISION

- A. If during the period of this Contract any commercial is produced or marketed for exhibition on "pay television" by any Producer signatory to this Agreement, the Union, upon at least sixty (60) days advance written notice to Producer, may reopen this Contract with Producer, but only with respect to the televising of commercials on Pay Television.

If this Contract be reopened pursuant to the immediately foregoing provision relating to Pay Television, then for at least sixty (60) days following such reopening, Union and Producer shall diligently negotiate with respect to such matter as to which this Contract shall have been so reopened; and if the Union and Producer shall fail to reach an agreement with respect to such matter within sixty (60) days after the commencement of such negotiations, the Union thereafter by not less than sixty (60) days' advance written notice to Producer may terminate this entire Schedule C.

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SCHEDULE D - SPANISH LANGUAGE COMMERCIALS

1. MINIMUM COMPENSATION; FEES PER COMMERCIAL; SESSION FEES

A. On Camera (All Principal Performers)

Producer shall pay Principal Performers the following rates per eight (8) hour day which shall also constitute payment for the first Spanish language commercial made for one (1) designated advertiser:

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$535.00
Group Singers or Group Dancers 3-5	391.65
Group Speakers 5	391.65
Group Singers/Dancers/Speakers 6-8	346.75
Group Singers/Dancers/Speakers 9+	286.75

B. Off Camera (All Principal Performers)

1. Producer shall employ the Principal Performer on the basis of recording sessions. Each recording session for all off-camera Principal Performers shall be two (2) hours in duration.
2. There shall be no limit on the number of Spanish language commercials which may be made in a session for one (1) designated advertiser. For each session or part thereof, the Producer shall pay the Principal Performer not less than the rates below specified, herein called "session fee," which shall also constitute payment for the first commercial made for one (1) designated advertiser.

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$402.25
Group Singers/Speakers 3- 5 voices	226.90
Group Singers/Speakers 6- 8 voices	196.90
Group Singers/Speakers 9+	160.55

2. COMPENSATION FOR USE

A. Program Fees

1. Program use payments set forth in this Section 2.A of Schedule D are applicable only to a commercial used on a Spanish language network. Payment for use of a Spanish language commercial on any English language network must be made in accordance with Section 34 – Program Commercials- Compensation For Use or Section 35 – Cable. For use of each commercial on any Spanish language network, Producer shall pay principal performers and group performers for 13 weeks of use as follows:

a. On-Camera

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$1,932.00
Group Singers or Group Dancers 3- 5	1,414.35
Group Speakers 5	1,414.35
Group Singers/Dancers/Speakers 6- 8	1,251.90
Group Singers/Dancers/Speakers 9+	1,035.45

b. Off-Camera

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$1,452.90
Group Singers/Speakers 3-5 voices	820.75

Group Singers/Speakers 6-8 voices	711.00
Group Singers/Speakers 9+	579.65

2. Program use payments set forth above are applicable only to Spanish language commercials used on a Spanish language network. Payment for use of a Spanish language commercial on any English language network must be paid in accordance with Section 34. Program Commercial – Compensation for Use, or Section 35. Cable.
3. In the event Spanish language commercials used on a network are used during the same cycle as wild spot commercials, then an additional payment shall be made not later than fifteen (15) working days after the completion of such cycle for all additional units at the following rates. (Such additional unit payments shall include the unit value of the market area of Puerto Rico, in the event any station in Puerto Rico is added to the Spanish language network. The Unit value of the market area of Puerto Rico shall be 17 units.):

a. On-Camera

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$4.88
Group Singers or Group Dancers 3- 5	3.46
Group Speakers 5	3.46
Group Singers/Dancers/Speakers 6- 8	3.20
Group Singers/Dancers/Speakers 9+	2.48

b. Off-Camera

All principal performers, except Group Performers (Solos and Duos are included as principal performers)	\$3.54
Group Singers/Speakers 3-5 voices	2.05
Group Singers/Speakers 6-8 voices	1.85
Group Singers/Speakers 9+	1.32

B. Wild Spot Fees

For wild spot use of each Spanish language commercial, Producer shall pay Principal Performers and Group Performers in accordance with the scale for thirteen (13) weeks of use contained in **Table A** of this Contract.

2. The following Spanish language television market areas are weighted, subject to review and adjustment as provided in paragraph 2 of this Subsection B. All other television markets not specifically listed shall be weighted as one unit.

Television Market Areas	Unit Weight
Albuquerque, New Mexico	2
Chicago, Illinois	7
Dallas-Ft. Worth, Texas.....	6
Denver, Colorado	2
El Centro, California / Yuma, Arizona / Mexicali, Mexico.....	4
El Paso, Texas / Juarez, Mexico	9
Fresno, California	3
Houston, Texas	7
Laredo (Nueva Laredo)	2
Los Angeles, California	39
McAllen-Brownsville, Texas / Matamoros, Mexico	6
Miami, Florida.....	17
New York, New York	32
Phoenix, Arizona	4
Sacramento, California.....	3
San Antonio, Texas	5
San Diego, California / Tijuana, Mexico	10
San Francisco, California	6

2. The foregoing assignment of unit weights for all cities except New York, Los Angeles and Miami is based upon current ADI Spanish population estimates published by Strategy Research Inc. (In the event the United States census figures are revised to include undocumented workers, the appropriate adjustments shall be made for the unit weights of all Television Market Areas.) The market areas with Spanish population under five-hundred-thousand 500,000 are assigned one (1) unit each with an additional unit added for each increment of two-hundred-thousand (200,000) in population or part thereof, which assignment of unit weights shall be reviewed and adjusted effective as of January 1 of each year during the term of this Contract, commencing with the year 2004. Any additional markets which may be added during the term of this Contract shall be assigned unit weighting on the basis of the same formula. New York is assigned thirty-two (32) units and Los Angeles is assigned thirty-nine (39) units; Miami is assigned seventeen (17) units.
3. Thus, for example, for purposes of computing the use fee for use of a commercial produced hereunder in New York and Chicago, the total unit weight assigned to such market areas is thirty-nine (39) units and the use fee taken from Table A of this Contract is \$1,069.50 for an on-camera Principal Performer; \$777.59 for an off-camera Principal Performer, etc.

C. Cable Use Fees.

See Section 35. of this Contract.

3. FOREIGN USE

If Producer wishes to acquire the right to exhibit Spanish language commercials in any South American or Central American country or Mexico (outside of the border states), or any Caribbean country or Puerto Rico, the individual Principal Performer's contract shall contain a provision granting such right for each one (1) year period of such use at additional compensation to the Principal Performer as follows:

- A. For use in South America and/or Central America and/or Mexico (outside of the border states): three (3) session fees;
- B. For use in the Caribbean and/or Puerto Rico: two (2) session fees;
- C. For use in any country covered by Subsection A. and any country covered by Subsection B.: three (3) session fees.

4. NOTIFICATION OF USE OF PRODUCER'S FACILITIES

Producer shall notify AFTRA of the names of all employers who use the Producer's recording facilities for the purpose of making Spanish language commercials at least twenty-four (24) hours in advance of each recording.

5. ACCESS TO NETWORK RECORDS

The Union, upon request, shall have access to all network records necessary to verify the use of Spanish language commercials.

6. DELIVERY OF CHECKS

All payments to Principal Performers, including payments for the original session and all use fees, shall be made by check payable to Principal Performers and delivered to the appropriate AFTRA office in stamped, unsealed envelopes addressed to the Principal Performer.

7. TRANSLATION

A Principal Performer may not be required at a session or audition to translate the script into any other language. If a Principal Performer agrees to translate at the request of Producer, Producer shall pay the Principal Performer for such service at an audition or session, as the case may be, an additional amount equal to fifty percent (50%) of the minimum session fee and the Audition Report Form or Production Time Report, whichever is applicable, shall so indicate.

8. APPLICABLE TERMS

Except as otherwise provided in this **Schedule D**, all terms of the **2003 AFTRA Television Recorded Commercials Contract** covering Principal Performers shall be applicable.

9. EXCLUSIVITY

If a Producer wishes to obtain exclusivity for competitive products or services in English language commercials, Producer will pay Performer an additional fifty percent (50%) of all session, use and holding fees. Producer must notify Performer at the time of audition or interview and at the time of hiring of its intent to obtain such exclusivity.

AGREED INTERPRETATIONS OF CONTRACT

1. Open-end commercials shall be considered separate commercials as to each advertiser using them, and the scope of use shall be determined by the use of each advertiser. For example, if an open end commercial advertising bread is used as a spot by advertiser A in three (3) cities and by advertiser B in ten (10) cities and is used on a program by advertiser C in New York and Chicago, such commercial is a wild spot as to advertiser A, a separate spot as to advertiser B, and a Class A Program commercial as to advertiser C.
2. If a Principal Performer employed on-camera is recalled on a second day to complete the Principal Performer's work by performing services off-camera, the Principal Performer must be recalled as an on-camera Principal Performer and be paid as such unless the Principal Performer is notified in writing at the time of recall that the Principal Performer is being recalled as an off-camera Principal Performer.
3. Where the same off-camera commercial message is used with a number of different on-camera animations, each different animation shall constitute a different commercial.
4.
 - a. Where a sponsored program, network or other, is not sponsored in a particular city, but is sold in that city directly to a television station, which in turn presents the program as a local participating program, commercials which are presented only on such programs shall be deemed wild spots and not program commercials.
 - b. Where a program exhibited on the network without any network commercials is sold or licensed directly, or made available on a sustaining basis as a local participating program, the exhibition of commercials on such programs shall be deemed wild spot and not program usage.
5. If a Principal Performer performs both off-camera and on-camera and it is clear that it is the same person, the Principal Performer shall be paid as an on-camera Principal Performer only. If, however, it is not clear that the same person is doing both jobs, the Principal Performer shall be paid separately for each appearance.
6. Whenever reference is made in this Contract to weekly periods of use, sometimes referred to as "cycles," it shall be deemed to mean consecutive weeks, in accordance with the accepted interpretation in the radio and television industries.
7.
 - a. The term "local participating program" shall not preclude the use of local participating announcements as wild spots on a program exhibited on the network which contains network participating commercials and is not "sponsored" by any advertiser. In the case of a "segmented program," the above shall not preclude the use of such local participating announcements on any segment which is not sponsored."
 - b. Local use of commercials under a. above shall be only on single non-interconnected stations and such local announcements shall be available to more than one advertiser in the same manner as local participating programs.
 - c. Such use of local commercials as wild spots shall not apply when used on programs exhibited on the major portion of the network between the hours of 8:00 to 11:00 P.M. New York time.
8.
 - a. A standard opening and closing for a designated program for a single advertiser shall be deemed a single commercial hereunder. Such opening and closing may contain reference to more than one (1) product or service of the advertiser. See also Section 38. of the Contract, Program Openings and Closings (Commercial Billboards).
 - b. A standard opening and closing for a designated program for more than one (1) advertiser shall require the payment of a full additional fee for each such additional advertiser. The use of a cross plug on behalf of another advertiser in an opening or closing shall also require payment of a full additional fee.
 - c. Exclusivity shall not be required of any off-camera Principal Performer engaged solely for openings and closings.
9. It is agreed that each segment of a "piggyback commercial" shall be paid for as a separate commercial.
10. Where a commercial has a permissible edited version under Section 26.A. Editing of Commercials, for example a thirty (30) second "lift" from a one (1) minute commercial, and a Principal Performer, as a result of such editing,

is omitted from the "lift" and such commercials are both utilized as Class A Program commercials, the use payment for the Principal Performer omitted from the "lift" shall be determined by the number of uses of the commercial in which he or she appears regardless of the number of uses of the "lift." For example, in a thirteen (13) week cycle the one (1) minute commercial in which Principal Performer appears runs once as a Class A commercial; the "lift" in which Principal Performer does not appear runs five (5) times in the same cycle as a Class A commercial. When the one (1) minute commercial runs a second time in that cycle as a program commercial, the Principal Performer shall receive the use payment required for the second use rather than the payment required for the seventh use.

11. Whenever the face of a performer, engaged as an on-camera Principal Performer, does not remain in a final commercial but such Principal Performer's speaking or singing services do remain, such Principal Performer may be reclassified and paid as an off-camera Principal Performer.
12. Directorial changes. In accordance with past practice, directorial changes based upon the director's discretionary judgment and creative skills may be made in the course of photography or recording without such changes constituting additional commercials, provided that such changes relate to the specific storyboard, script and fundamental concept of the commercial.
13. Any performer performing choreographed material, as a solo, duo or member of a group (whether recognizable or not) shall be treated and paid under the applicable Principal Performer or group dancer conditions and rates.
14. If during a single session, an on- or off-camera Principal Performer renders services in a basic commercial whose format is designed to accommodate dealer identifications or tags, as well as in one (1) or more dealer identifications or tags as permitted under Section 26. Editing of Commercials, Subsection B. or C., payment of the session fee shall cover payment for the basic commercial and also for one such dealer identification or tag. The tag rate specified above shall be payable for each additional dealer identification or tag produced at the same session.
15. Rehearsals on nonproduction days shall be counted as work time and Principal Performers shall be paid the applicable session fee.
16. All thirteen (13) week fixed and use cycles referred to in this Contract may be calculated by counting thirteen (13) weeks or three (3) months less one day.
17. A Performer shall definitely be engaged if the Producer requests the Performer to "hold" a specific date.
18. Meal Periods on Work Time (Non-Deductible Meal Periods). In order to qualify as a *bona fide* meal break for the purpose of determining when the next meal break is due, the time of the ND (non-deductible) meal must be announced prior to, or at the same time of, the ND meal.

SIDELETTER #1

October 30, 2003

Mr. Ira Shepard, Chief Negotiator
ANA-AAAA Joint Policy Committee
c/o Schmeltzer, Aptaker & Shepard, P.C.
2600 Virginia Avenue NW, Suite 1000
Washington, D.C. 20037-1905

Re: SECTION 18. PUBLIC SERVICE ANNOUNCEMENTS / GOVERNMENT AGENCY MESSAGES

Dear Ira:

Reference is made to our agreement relating to Section 18. of the 2003 AFTRA Television Recorded Commercials Contract.

This sideletter is entered into for the purpose of setting forth the understanding of the parties with respect to the interpretation and application of Section 18., as amended.

The parties agree as follows:

- (a) No broader use of such commercials may be made than in the past; *i.e.*, use is limited to television exhibition, provided air time is donated, exhibition within the sponsoring organization or industrial use in donated facilities.
- (b) The term "charities" is intended to include only such charities as have been covered by Section 18. prior to the foregoing amendment.

Please confirm your agreement to the foregoing by executing this sideletter.

Sincerely,

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS

(Signed)

Gregory J. Hessinger, National Executive Director

ACCEPTED AND AGREED:

ANA-AAAA JOINT POLICY COMMITTEE

(Signed)

By: _____
Ira Shepard

SIDELETTER #2

October 30, 2003

Mr. Ira Shepard, Chief Negotiator
ANA-AAAA Joint Policy Committee
on Broadcast Talent Union Relations
c/o Schmeltzer, Aptaker & Shepard, P.C.
2600 Virginia Avenue NW, Suite 1000
Washington, DC 20037-1905

Re: AMENDMENT TO SECTION 57.A. OF THE AFTRA 2003 TELEVISION RECORDED
COMMERCIALS CONTRACT

Dear Ira:

This Sideletter is entered into between AFTRA and the ANA-AAAA Joint Policy Committee on Broadcast Talent Union Relations for the purpose of restating and amending Section 57.A. of the AFTRA 2003 Television Recorded Commercials Contract to read as follows:

- A. The Union, acting on its own behalf or on behalf of any person employed under this Contract, or the Producer concerned, may demand such arbitration in writing in accordance with the American Arbitration Association ("AAA") Labor Arbitration Rules. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If the parties cannot agree upon a single qualified arbitrator within ten (10) working days after the demand for arbitration, or such later date as the parties may mutually agree to, the AAA office located in the city where such demand has been made or any other city to which the parties mutually agree to, shall appoint the arbitrator in the following manner: the AAA shall submit simultaneously to each party an identical list of fifteen (15) names of persons chosen from the Panel of Labor Arbitrators. Each party shall have fifteen (15) working days from the mailing date or such later date as the parties may mutually agree to, in which to strike five (5) names to which it objects, number the remaining names to indicate the order of preference and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reasons the appointment cannot be made from the submitted list, the AAA shall submit subsequent lists to the parties until the parties agree upon an arbitrator or arbitrators that can be appointed from said lists.

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Please confirm ANA-AAAA Joint Policy Committee on Broadcast Talent Union Relations' agreement to the foregoing by executing this Sideletter.

Sincerely,

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS

(Signed)

Gregory J. Hessinger, National Executive Director

ACCEPTED AND AGREED:

ANA-AAAA JOINT POLICY COMMITTEE
ON BROADCAST TALENT UNION RELATIONS

(Signed)

By: _____
Ira Shepard

SIDELETTER #3

October 30, 2003

Mr. Ira Shepard, Chief Negotiator
ANA-AAAA Joint Policy Committee
on Broadcast Talent Union Relations
c/o Schmeltzer, Aptaker & Shepard, P.C.
2600 Virginia Avenue NW, Suite 1000
Washington, DC 20037-1905

Re: SECTION 55. TRANSFER OF RIGHTS – ASSUMPTION AGREEMENT OF THE AFTRA
TELEVISION RECORDED COMMERCIALS CONTRACT AND SECTION 61. TRANSFER OF
RIGHTS – ASSUMPTION AGREEMENT OF THE AFTRA RADIO RECORDED COMMERCIALS
CONTRACTS

Dear Ira:

Reference is made to the 2003 amendment to Section 55 of the AFTRA Television Recorded Commercials Contract and Section 61 of the AFTRA Radio Recorded Commercials Contract which provides that the address and facsimile number of the Transferee's bank be included in the Financial information required if a Transferee is not signatory to the AFTRA Commercials Contract.

This is to confirm that AFTRA will not withhold approval of the financial responsibility of a Transferee solely by reason of the omission of the address or facsimile number.

Very truly yours,

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS

(Signed)

Gregory J. Hessinger, National Executive Director

SIDELETTER #4

October 30, 2003

Mr. Ira Shepard, Chief Negotiator
ANA-AAAA Joint Policy Committee
on Broadcast Talent Union Relations
c/o Schmeltzer, Aptaker & Shepard, P.C.
2600 Virginia Avenue NW, Suite 1000
Washington, DC 20037-1905

Re: MULTIPLEXING

Dear Ira:

During our recent discussion regarding renewal of the AFTRA 2000 Television Recorded Commercial Contract ("the "Contract"), the JPC and AFTRA discussed the possibility that the networks may initiate a new pattern of broadcasting their programs which the parties are calling "multiplexing." "Multiplexing", as described by you, is broadcasting two or more programs simultaneously over different channels of the same network, e.g. broadcasting program A, program B, program C...program X in the same time slot, at any time of the day or night, over NBC1, NBC2, NBC3...NBCX.

Inasmuch as the parties have had no experience with this pattern of broadcasting, nor indeed do we know how or whether it will be used, the Unions cannot assess its impact on the wages and working conditions of performers in multiplexed commercials. In light of this, the parties have agreed to the following:

1. A special subcommittee of the Industry Union Standing Committee will be formed containing members from labor and management to study this issue.
2. The Industry and AFTRA agree to appoint members to this subcommittee as soon as possible after ratification of the 2003 Television Recorded Commercials Contract.
3. The subcommittee shall study the multiplexing issue and make a report and, if possible, a recommendation, concerning compensation for talent appearing in such commercials as early as possible, but in no event later than October 29, 2005. After receipt of the report from the subcommittee, the Industry and AFTRA agree to a Contract re-opener on this issue only and to enter into negotiations concerning compensation rates for performers appearing in multiplexed commercials. Any such agreement shall be subject to ratification by the membership of the Unions.
4. If the networks, or any of them, are multiplexing the parties agree that the negotiation of rates to be applied to multiplexed uses shall be applied retroactively to all multiplexed uses occurring during this contract without the need for the filing of a grievance or claim and without regard to any limitation period in the collective bargaining agreement.

If the parties are unable to reach agreement concerning compensation for talent appearing in multiplexed commercials, the JPC would have the right as provided in labor law to implement their last, best and final

Page 2

offer. In such event the unions would have all rights to engage in such economic actions as they deem appropriate, including but not limited to, termination of the Contract on 60 days written notice.

Sincerely,

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS

(Signed)

Gregory J. Hessinger, National Executive Director

ACCEPTED AND AGREED:

ANA-AAAA JOINT POLICY COMMITTEE
ON BROADCAST TALENT UNION RELATIONS

(Signed)

By: _____
Ira Shepard

TABLE A
Wild Spot Payment Table

Lineup of Cities Not Including New York, Chicago or Los Angeles

The rates in this table are for 13 weeks of use with respect to commercials used in any cities other than New York, Chicago and/or Los Angeles. For commercials scheduled in any 1, 2 or all 3 of such cities, see Tables B, C, D and E.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

An additional 14.3% for H&R is due on all amounts.

TABLE A	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
1	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
2	553.31	414.78	405.92	359.06	296.81	231.96	200.89	163.87
3	571.62	427.31	420.19	371.37	306.87	237.02	204.88	167.19
4	589.93	439.84	434.46	383.68	316.93	242.08	208.87	170.51
5	608.24	452.37	448.73	395.99	326.99	247.14	212.86	173.83
6	626.55	464.90	463.00	408.30	337.05	252.20	216.85	177.15
7	644.86	477.43	477.27	420.61	347.11	257.26	220.84	180.47
8	663.17	489.96	491.54	432.92	357.17	262.32	224.83	183.79
9	681.48	502.49	505.81	445.23	367.23	267.38	228.82	187.11
10	699.79	515.02	520.08	457.54	377.29	272.44	232.81	190.43
11	718.10	527.55	534.35	469.85	387.35	277.50	236.80	193.75
12	736.41	540.08	548.62	482.16	397.41	282.56	240.79	197.07
13	754.72	552.61	562.89	494.47	407.47	287.62	244.78	200.39
14	773.03	565.14	577.16	506.78	417.53	292.68	248.77	203.71
15	791.34	577.67	591.43	519.09	427.59	297.74	252.76	207.03
16	809.65	590.20	605.70	531.40	437.65	302.80	256.75	210.35
17	827.96	602.73	619.97	543.71	447.71	307.86	260.74	213.67
18	846.27	615.26	634.24	556.02	457.77	312.92	264.73	216.99
19	864.58	627.79	648.51	568.33	467.83	317.98	268.72	220.31

TABLE A	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
20	\$882.89	\$640.32	\$662.78	\$580.64	\$477.89	\$323.04	\$272.71	\$223.63
21	901.20	652.85	677.05	592.95	487.95	328.10	276.70	226.95
22	919.51	665.38	691.32	605.26	498.01	333.16	280.69	230.27
23	937.82	677.91	705.59	617.57	508.07	338.22	284.68	233.59
24	956.13	690.44	719.86	629.88	518.13	343.28	288.67	236.91
25	974.44	702.97	734.13	642.19	528.19	348.34	292.66	240.23
26	981.23	708.30	741.49	648.43	533.36	350.47	294.12	241.57
27	988.02	713.63	748.85	654.67	538.53	352.60	295.58	242.91
28	994.81	718.96	756.21	660.91	543.70	354.73	297.04	244.25
29	1001.60	724.29	763.57	667.15	548.87	356.86	298.50	245.59
30	1008.39	729.62	770.93	673.39	554.04	358.99	299.96	246.93
31	1015.18	734.95	778.29	679.63	559.21	361.12	301.42	248.27
32	1021.97	740.28	785.65	685.87	564.38	363.25	302.88	249.61
33	1028.76	745.61	793.01	692.11	569.55	365.38	304.34	250.95
34	1035.55	750.94	800.37	698.35	574.72	367.51	305.80	252.29
35	1042.34	756.27	807.73	704.59	579.89	369.64	307.26	253.63
36	1049.13	761.60	815.09	710.83	585.06	371.77	308.72	254.97
37	1055.92	766.93	822.45	717.07	590.23	373.90	310.18	256.31
38	1062.71	772.26	829.81	723.31	595.40	376.03	311.64	257.65
39	1069.50	777.59	837.17	729.55	600.57	378.16	313.10	258.99
40	1076.29	782.92	844.53	735.79	605.74	380.29	314.56	260.33
41	1083.08	788.25	851.89	742.03	610.91	382.42	316.02	261.67
42	1089.87	793.58	859.25	748.27	616.08	384.55	317.48	263.01
43	1096.66	798.91	866.61	754.51	621.25	386.68	318.94	264.35
44	1103.45	804.24	873.97	760.75	626.42	388.81	320.40	265.69
45	1110.24	809.57	881.33	766.99	631.59	390.94	321.86	267.03
46	1117.03	814.90	888.69	773.23	636.76	393.07	323.32	268.37
47	1123.82	820.23	896.05	779.47	641.93	395.20	324.78	269.71
48	1130.61	825.56	903.41	785.71	647.10	397.33	326.24	271.05
49	1137.40	830.89	910.77	791.95	652.27	399.46	327.70	272.39
50	1144.19	836.22	918.13	798.19	657.44	401.59	329.16	273.73
51	1150.98	841.55	925.49	804.43	662.61	403.72	330.62	275.07
52	1157.77	846.88	932.85	810.67	667.78	405.85	332.08	276.41
53	1164.56	852.21	940.21	816.91	672.95	407.98	333.54	277.75
54	1171.35	857.54	947.57	823.15	678.12	410.11	335.00	279.09
55	1178.14	862.87	954.93	829.39	683.29	412.24	336.46	280.43

TABLE A	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
56	\$1184.93	\$868.20	\$962.29	\$835.63	\$688.46	\$414.37	\$337.92	\$281.77
57	1191.72	873.53	969.65	841.87	693.63	416.50	339.38	283.11
58	1198.51	878.86	977.01	848.11	698.80	418.63	340.84	284.45
59	1205.30	884.19	984.37	854.35	703.97	420.76	342.30	285.79
60	1212.09	889.52	991.73	860.59	709.14	422.89	343.76	287.13
61	1218.88	894.85	997.06	864.75	712.63	424.18	344.50	287.87
62	1225.67	900.18	1002.39	868.91	716.12	425.47	345.24	288.61
63	1232.46	905.51	1007.72	873.07	719.61	426.76	345.98	289.35
64	1239.25	910.84	1013.05	877.23	723.10	428.05	346.72	290.09
65	1246.04	916.17	1018.38	881.39	726.59	429.34	347.46	290.83
66	1252.83	921.50	1023.71	885.55	730.08	430.63	348.20	291.57
67	1259.62	926.83	1029.04	889.71	733.57	431.92	348.94	292.31
68	1266.41	932.16	1034.37	893.87	737.06	433.21	349.68	293.05
69	1273.20	937.49	1039.70	898.03	740.55	434.50	350.42	293.79
70	1279.99	942.82	1045.03	902.19	744.04	435.79	351.16	294.53
71	1286.78	948.15	1050.36	906.35	747.53	437.08	351.90	295.27
72	1293.57	953.48	1055.69	910.51	751.02	438.37	352.64	296.01
73	1300.36	958.81	1061.02	914.67	754.51	439.66	353.38	296.75
74	1307.15	964.14	1066.35	918.83	758.00	440.95	354.12	297.49
75	1313.94	969.47	1071.68	922.99	761.49	442.24	354.86	298.23
76	1320.73	974.80	1077.01	927.15	764.98	443.53	355.60	298.97
77	1327.52	980.13	1082.34	931.31	768.47	444.82	356.34	299.71
78	1334.31	985.46	1087.67	935.47	771.96	446.11	357.08	300.45
79	1341.10	990.79	1093.00	939.63	775.45	447.40	357.82	301.19
80	1347.89	996.12	1098.33	943.79	778.94	448.69	358.56	301.93
81	1354.68	1001.45	1103.66	947.95	782.43	449.98	359.30	302.67
82	1361.47	1006.78	1108.99	952.11	785.92	451.27	360.04	303.41
83	1368.26	1012.11	1114.32	956.27	789.41	452.56	360.78	304.15
84	1375.05	1017.44	1119.65	960.43	792.90	453.85	361.52	304.89
85	1381.84	1022.77	1124.98	964.59	796.39	455.14	362.26	305.63
86	1388.63	1028.10	1130.31	968.75	799.88	456.43	363.00	306.37
87	1395.42	1033.43	1135.64	972.91	803.37	457.72	363.74	307.11
88	1402.21	1038.76	1140.97	977.07	806.86	459.01	364.48	307.85
89	1409.00	1044.09	1146.30	981.23	810.35	460.30	365.22	308.59
90	1415.79	1049.42	1151.63	985.39	813.84	461.59	365.96	309.33
91	1422.58	1054.75	1156.96	989.55	817.33	462.88	366.70	310.07

TABLE A	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
92	\$1429.37	\$1060.08	\$1162.29	\$993.71	\$820.82	\$464.17	\$367.44	\$310.81
93	1436.16	1065.41	1167.62	997.87	824.31	465.46	368.18	311.55
94	1442.95	1070.74	1172.95	1002.03	827.80	466.75	368.92	312.29
95	1449.74	1076.07	1178.28	1006.19	831.29	468.04	369.66	313.03
96	1456.53	1081.40	1183.61	1010.35	834.78	469.33	370.40	313.77
97	1463.32	1086.73	1188.94	1014.51	838.27	470.62	371.14	314.51
98	1470.11	1092.06	1194.27	1018.67	841.76	471.91	371.88	315.25
99	1476.90	1097.39	1199.60	1022.83	845.25	473.20	372.62	315.99
100	1483.69	1102.72	1204.93	1026.99	848.74	474.49	373.36	316.73
101	1490.48	1108.05	1210.26	1031.15	852.23	475.78	374.10	317.47
102	1497.27	1113.38	1215.59	1035.31	855.72	477.07	374.84	318.21
103	1504.06	1118.71	1220.92	1039.47	859.21	478.36	375.58	318.95
104	1510.85	1124.04	1226.25	1043.63	862.70	479.65	376.32	319.69
105	1517.64	1129.37	1231.58	1047.79	866.19	480.94	377.06	320.43
106	1524.43	1134.70	1236.91	1051.95	869.68	482.23	377.80	321.17
107	1531.22	1140.03	1242.24	1056.11	873.17	483.52	378.54	321.91
108	1538.01	1145.36	1247.57	1060.27	876.66	484.81	379.28	322.65
109	1544.80	1150.69	1252.90	1064.43	880.15	486.10	380.02	323.39
110	1551.59	1156.02	1258.23	1068.59	883.64	487.39	380.76	324.13
111	1558.38	1161.35	1263.56	1072.75	887.13	488.68	381.50	324.87
112	1565.17	1166.68	1268.89	1076.91	890.62	489.97	382.24	325.61
113	1571.96	1172.01	1274.22	1081.07	894.11	491.26	382.98	326.35
114	1578.75	1177.34	1279.55	1085.23	897.60	492.55	383.72	327.09
115	1585.54	1182.67	1284.88	1089.39	901.09	493.84	384.46	327.83
116	1592.33	1188.00	1290.21	1093.55	904.58	495.13	385.20	328.57
117	1599.12	1193.33	1295.54	1097.71	908.07	496.42	385.94	329.31
118	1605.91	1198.66	1300.87	1101.87	911.56	497.71	386.68	330.05
119	1612.70	1203.99	1306.20	1106.03	915.05	499.00	387.42	330.79
120	1619.49	1209.32	1311.53	1110.19	918.54	500.29	388.16	331.53
121	1626.28	1214.65	1316.86	1114.35	922.03	501.58	388.90	332.27
122	1633.07	1219.98	1322.19	1118.51	925.52	502.87	389.64	333.01
123	1639.86	1225.31	1327.52	1122.67	929.01	504.16	390.38	333.75
124	1646.65	1230.64	1332.85	1126.83	932.50	505.45	391.12	334.49
125	1653.44	1235.97	1338.18	1130.99	935.99	506.74	391.86	335.23
126	1660.23	1241.30	1340.82	1133.12	937.85	508.03	392.60	335.97
127	1667.02	1246.63	1343.46	1135.25	939.71	509.32	393.34	336.71

TABLE A	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
128	\$1673.81	\$1251.96	\$1346.10	\$1137.38	\$941.57	\$510.61	\$394.08	\$337.45
129	1680.60	1257.29	1348.74	1139.51	943.43	511.90	394.82	338.19
130	1687.39	1262.62	1351.38	1141.64	945.29	513.19	395.56	338.93
131	1694.18	1267.95	1354.02	1143.77	947.15	514.48	396.30	339.67
132	1700.97	1273.28	1356.66	1145.90	949.01	515.77	397.04	340.41
133	1707.76	1278.61	1359.30	1148.03	950.87	517.06	397.78	341.15
134	1714.55	1283.94	1361.94	1150.16	952.73	518.35	398.52	341.89
135	1721.34	1289.27	1364.58	1152.29	954.59	519.64	399.26	342.63
136	1728.13	1294.60	1367.22	1154.42	956.45	520.93	400.00	343.37
137	1734.92	1299.93	1369.86	1156.55	958.31	522.22	400.74	344.11
138	1741.71	1305.26	1372.50	1158.68	960.17	523.51	401.48	344.85
139	1748.50	1310.59	1375.14	1160.81	962.03	524.80	402.22	345.59
140	1755.29	1315.92	1377.78	1162.94	963.89	526.09	402.96	346.33
141	1762.08	1321.25	1380.42	1165.07	965.75	527.38	403.70	347.07
142	1768.87	1326.58	1383.06	1167.20	967.61	528.67	404.44	347.81
143	1775.66	1331.91	1385.70	1169.33	969.47	529.96	405.18	348.55
144	1782.45	1337.24	1388.34	1171.46	971.33	531.25	405.92	349.29
145	1789.24	1342.57	1390.98	1173.59	973.19	532.54	406.66	350.03
146	1796.03	1347.90	1393.62	1175.72	975.05	533.83	407.40	350.77
147	1802.82	1353.23	1396.26	1177.85	976.91	535.12	408.14	351.51
148	1809.61	1358.56	1398.90	1179.98	978.77	536.41	408.88	352.25
149	1816.40	1363.89	1401.54	1182.11	980.63	537.70	409.62	352.99
150	1823.19	1369.22	1404.18	1184.24	982.49	538.99	410.36	353.73
Each add'l. unit add per unit	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

TABLE B

Wild Spot Payment Table

New York, Together with Other Cities (Excluding Chicago and Los Angeles)

The rates in this table are for 13 weeks of use with respect to commercials used in New York, and not in Chicago or Los Angeles, plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than New York, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-.....	3	San Francisco.....	6
Baltimore.....	3	Asheville-Anderson... ..	2	Philadelphia.....	8
Boston.....	6	Hartford-New Haven... ..	2	Phoenix.....	4
Charlotte.....	2	Houston.....	5	Pittsburgh.....	3
Cincinnati.....	2	Indianapolis.....	2	Portland, OR.....	3
Cleveland.....	4	Kansas City.....	2	Puerto Rico.....	3
Columbus, OH.....	2	Mexico/Mexico City... ..	43	Raleigh-Durham.....	2
Dallas-Ft. Worth.....	6	Miami.....	4	Sacramento/Stockton... ..	3
Denver.....	3	Milwaukee.....	2	St. Louis.....	3
Detroit.....	5	Minneapolis-St. Paul... ..	4	Salt Lake City.....	2
Grand Rapids-Kalamazoo- Battle Creek.....	2	Montreal.....	4	San Antonio.....	2
		Nashville.....	2	San Diego.....	2

An additional 14.3% for H&R is due on all amounts.

TABLE B	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
0	\$1051.35	\$742.75	\$673.30	\$598.05	\$490.05	\$270.10	\$223.80	\$183.25
1	1058.14	748.08	680.66	604.29	495.22	272.23	225.26	184.59
2	1064.93	753.41	688.02	610.53	500.39	274.36	226.72	185.93
3	1071.72	758.74	695.38	616.77	505.56	276.49	228.18	187.27
4	1078.51	764.07	702.74	623.01	510.73	278.62	229.64	188.61
5	1085.30	769.40	710.10	629.25	515.90	280.75	231.10	189.95
6	1092.09	774.73	717.46	635.49	521.07	282.88	232.56	191.29
7	1098.88	780.06	724.82	641.73	526.24	285.01	234.02	192.63
8	1105.67	785.39	732.18	647.97	531.41	287.14	235.48	193.97
9	1112.46	790.72	739.54	654.21	536.58	289.27	236.94	195.31
10	1119.25	796.05	746.90	660.45	541.75	291.40	238.40	196.65
11	1126.04	801.38	754.26	666.69	546.92	293.53	239.86	197.99
12	1132.83	806.71	761.62	672.93	552.09	295.66	241.32	199.33
13	1139.62	812.04	768.98	679.17	557.26	297.79	242.78	200.67
14	1146.41	817.37	776.34	685.41	562.43	299.92	244.24	202.01
15	1153.20	822.70	783.70	691.65	567.60	302.05	245.70	203.35
16	1159.99	828.03	791.06	697.89	572.77	304.18	247.16	204.69
17	1166.78	833.36	798.42	704.13	577.94	306.31	248.62	206.03
18	1173.57	838.69	805.78	710.37	583.11	308.44	250.08	207.37
19	1180.36	844.02	813.14	716.61	588.28	310.57	251.54	208.71

TABLE B	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
20	\$1187.15	\$849.35	\$820.50	\$722.85	\$593.45	\$312.70	\$253.00	\$210.05
21	1193.94	854.68	827.86	729.09	598.62	314.83	254.46	211.39
22	1200.73	860.01	835.22	735.33	603.79	316.96	255.92	212.73
23	1207.52	865.34	842.58	741.57	608.96	319.09	257.38	214.07
24	1214.31	870.67	849.94	747.81	614.13	321.22	258.84	215.41
25	1221.10	876.00	857.30	754.05	619.30	323.35	260.30	216.75
26	1227.89	881.33	864.66	760.29	624.47	325.48	261.76	218.09
27	1234.68	886.66	872.02	766.53	629.64	327.61	263.22	219.43
28	1241.47	891.99	879.38	772.77	634.81	329.74	264.68	220.77
29	1248.26	897.32	886.74	779.01	639.98	331.87	266.14	222.11
30	1255.05	902.65	894.10	785.25	645.15	334.00	267.60	223.45
31	1261.84	907.98	901.46	791.49	650.32	336.13	269.06	224.79
32	1268.63	913.31	908.82	797.73	655.49	338.26	270.52	226.13
33	1275.42	918.64	916.18	803.97	660.66	340.39	271.98	227.47
34	1282.21	923.97	923.54	810.21	665.83	342.52	273.44	228.81
35	1289.00	929.30	930.90	816.45	671.00	344.65	274.90	230.15
36	1295.79	934.63	936.23	820.61	674.49	345.94	275.64	230.89
37	1302.58	939.96	941.56	824.77	677.98	347.23	276.38	231.63
38	1309.37	945.29	946.89	828.93	681.47	348.52	277.12	232.37
39	1316.16	950.62	952.22	833.09	684.96	349.81	277.86	233.11
40	1322.95	955.95	957.55	837.25	688.45	351.10	278.60	233.85
41	1329.74	961.28	962.88	841.41	691.94	352.39	279.34	234.59
42	1336.53	966.61	968.21	845.57	695.43	353.68	280.08	235.33
43	1343.32	971.94	973.54	849.73	698.92	354.97	280.82	236.07
44	1350.11	977.27	978.87	853.89	702.41	356.26	281.56	236.81
45	1356.90	982.60	984.20	858.05	705.90	357.55	282.30	237.55
46	1363.69	987.93	989.53	862.21	709.39	358.84	283.04	238.29
47	1370.48	993.26	994.86	866.37	712.88	360.13	283.78	239.03
48	1377.27	998.59	1000.19	870.53	716.37	361.42	284.52	239.77
49	1384.06	1003.92	1005.52	874.69	719.86	362.71	285.26	240.51
50	1390.85	1009.25	1010.85	878.85	723.35	364.00	286.00	241.25
51	1397.64	1014.58	1016.18	883.01	726.84	365.29	286.74	241.99
52	1404.43	1019.91	1021.51	887.17	730.33	366.58	287.48	242.73
53	1411.22	1025.24	1026.84	891.33	733.82	367.87	288.22	243.47
54	1418.01	1030.57	1032.17	895.49	737.31	369.16	288.96	244.21
55	1424.80	1035.90	1037.50	899.65	740.80	370.45	289.70	244.95

TABLE B	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
56	\$1431.59	\$1041.23	\$1042.83	\$903.81	\$744.29	\$371.74	\$290.44	\$245.69
57	1438.38	1046.56	1048.16	907.97	747.78	373.03	291.18	246.43
58	1445.17	1051.89	1053.49	912.13	751.27	374.32	291.92	247.17
59	1451.96	1057.22	1058.82	916.29	754.76	375.61	292.66	247.91
60	1458.75	1062.55	1064.15	920.45	758.25	376.90	293.40	248.65
61	1465.54	1067.88	1069.48	924.61	761.74	378.19	294.14	249.39
62	1472.33	1073.21	1074.81	928.77	765.23	379.48	294.88	250.13
63	1479.12	1078.54	1080.14	932.93	768.72	380.77	295.62	250.87
64	1485.91	1083.87	1085.47	937.09	772.21	382.06	296.36	251.61
65	1492.70	1089.20	1090.80	941.25	775.70	383.35	297.10	252.35
66	1499.49	1094.53	1096.13	945.41	779.19	384.64	297.84	253.09
67	1506.28	1099.86	1101.46	949.57	782.68	385.93	298.58	253.83
68	1513.07	1105.19	1106.79	953.73	786.17	387.22	299.32	254.57
69	1519.86	1110.52	1112.12	957.89	789.66	388.51	300.06	255.31
70	1526.65	1115.85	1117.45	962.05	793.15	389.80	300.80	256.05
71	1533.44	1121.18	1122.78	966.21	796.64	391.09	301.54	256.79
72	1540.23	1126.51	1128.11	970.37	800.13	392.38	302.28	257.53
73	1547.02	1131.84	1133.44	974.53	803.62	393.67	303.02	258.27
74	1553.81	1137.17	1138.77	978.69	807.11	394.96	303.76	259.01
75	1560.60	1142.50	1144.10	982.85	810.60	396.25	304.50	259.75
76	1567.39	1147.83	1149.43	987.01	814.09	397.54	305.24	260.49
77	1574.18	1153.16	1154.76	991.17	817.58	398.83	305.98	261.23
78	1580.97	1158.49	1160.09	995.33	821.07	400.12	306.72	261.97
79	1587.76	1163.82	1165.42	999.49	824.56	401.41	307.46	262.71
80	1594.55	1169.15	1170.75	1003.65	828.05	402.70	308.20	263.45
81	1601.34	1174.48	1176.08	1007.81	831.54	403.99	308.94	264.19
82	1608.13	1179.81	1181.41	1011.97	835.03	405.28	309.68	264.93
83	1614.92	1185.14	1186.74	1016.13	838.52	406.57	310.42	265.67
84	1621.71	1190.47	1192.07	1020.29	842.01	407.86	311.16	266.41
85	1628.50	1195.80	1197.40	1024.45	845.50	409.15	311.90	267.15
86	1635.29	1201.13	1202.73	1028.61	848.99	410.44	312.64	267.89
87	1642.08	1206.46	1208.06	1032.77	852.48	411.73	313.38	268.63
88	1648.87	1211.79	1213.39	1036.93	855.97	413.02	314.12	269.37
89	1655.66	1217.12	1218.72	1041.09	859.46	414.31	314.86	270.11
90	1662.45	1222.45	1224.05	1045.25	862.95	415.60	315.60	270.85
91	1669.24	1227.78	1229.38	1049.41	866.44	416.89	316.34	271.59

TABLE B	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
92	\$1676.03	\$1233.11	\$1234.71	\$1053.57	\$869.93	\$418.18	\$317.08	\$272.33
93	1682.82	1238.44	1240.04	1057.73	873.42	419.47	317.82	273.07
94	1689.61	1243.77	1245.37	1061.89	876.91	420.76	318.56	273.81
95	1696.40	1249.10	1250.70	1066.05	880.40	422.05	319.30	274.55
96	1703.19	1254.43	1256.03	1070.21	883.89	423.34	320.04	275.29
97	1709.98	1259.76	1261.36	1074.37	887.38	424.63	320.78	276.03
98	1716.77	1265.09	1266.69	1078.53	890.87	425.92	321.52	276.77
99	1723.56	1270.42	1272.02	1082.69	894.36	427.21	322.26	277.51
100	1730.35	1275.75	1277.35	1086.85	897.85	428.50	323.00	278.25
101	1737.14	1281.08	1279.99	1088.98	899.71	429.79	323.74	278.99
102	1743.93	1286.41	1282.63	1091.11	901.57	431.08	324.48	279.73
103	1750.72	1291.74	1285.27	1093.24	903.43	432.37	325.22	280.47
104	1757.51	1297.07	1287.91	1095.37	905.29	433.66	325.96	281.21
105	1764.30	1302.40	1290.55	1097.50	907.15	434.95	326.70	281.95
106	1771.09	1307.73	1293.19	1099.63	909.01	436.24	327.44	282.69
107	1777.88	1313.06	1295.83	1101.76	910.87	437.53	328.18	283.43
108	1784.67	1318.39	1298.47	1103.89	912.73	438.82	328.92	284.17
109	1791.46	1323.72	1301.11	1106.02	914.59	440.11	329.66	284.91
110	1798.25	1329.05	1303.75	1108.15	916.45	441.40	330.40	285.65
111	1805.04	1334.38	1306.39	1110.28	918.31	442.69	331.14	286.39
112	1811.83	1339.71	1309.03	1112.41	920.17	443.98	331.88	287.13
113	1818.62	1345.04	1311.67	1114.54	922.03	445.27	332.62	287.87
114	1825.41	1350.37	1314.31	1116.67	923.89	446.56	333.36	288.61
115	1832.20	1355.70	1316.95	1118.80	925.75	447.85	334.10	289.35
116	1838.99	1361.03	1319.59	1120.93	927.61	449.14	334.84	290.09
117	1845.78	1366.36	1322.23	1123.06	929.47	450.43	335.58	290.83
118	1852.57	1371.69	1324.87	1125.19	931.33	451.72	336.32	291.57
119	1859.36	1377.02	1327.51	1127.32	933.19	453.01	337.06	292.31
120	1866.15	1382.35	1330.15	1129.45	935.05	454.30	337.80	293.05
121	1872.94	1387.68	1332.79	1131.58	936.91	455.59	338.54	293.79
122	1879.73	1393.01	1335.43	1133.71	938.77	456.88	339.28	294.53
123	1886.52	1398.34	1338.07	1135.84	940.63	458.17	340.02	295.27
124	1893.31	1403.67	1340.71	1137.97	942.49	459.46	340.76	296.01
125	1900.10	1409.00	1343.35	1140.10	944.35	460.75	341.50	296.75
126	1906.89	1414.33	1345.99	1142.23	946.21	462.04	342.24	297.49
127	1913.68	1419.66	1348.63	1144.36	948.07	463.33	342.98	298.23

TABLE B NUMBER OF UNITS	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	ON CAMERA	OFF CAMERA	ON CAMERA			OFF CAMERA		
			3-5	6-8	9+	3-5	6-8	9+
128	\$1920.47	\$1424.99	\$1351.27	\$1146.49	\$949.93	\$464.62	\$343.72	\$298.97
129	1927.26	1430.32	1353.91	1148.62	951.79	465.91	344.46	299.71
130	1934.05	1435.65	1356.55	1150.75	953.65	467.20	345.20	300.45
131	1940.84	1440.98	1359.19	1152.88	955.51	468.49	345.94	301.19
132	1947.63	1446.31	1361.83	1155.01	957.37	469.78	346.68	301.93
133	1954.42	1451.64	1364.47	1157.14	959.23	471.07	347.42	302.67
134	1961.21	1456.97	1367.11	1159.27	961.09	472.36	348.16	303.41
135	1968.00	1462.30	1369.75	1161.40	962.95	473.65	348.90	304.15
136	1974.79	1467.63	1372.39	1163.53	964.81	474.94	349.64	304.89
137	1981.58	1472.96	1375.03	1165.66	966.67	476.23	350.38	305.63
138	1988.37	1478.29	1377.67	1167.79	968.53	477.52	351.12	306.37
139	1995.16	1483.62	1380.31	1169.92	970.39	478.81	351.86	307.11
140	2001.95	1488.95	1382.95	1172.05	972.25	480.10	352.60	307.85
141	2008.74	1494.28	1385.59	1174.18	974.11	481.39	353.34	308.59
142	2015.53	1499.61	1388.23	1176.31	975.97	482.68	354.08	309.33
143	2022.32	1504.94	1390.87	1178.44	977.83	483.97	354.82	310.07
144	2029.11	1510.27	1393.51	1180.57	979.69	485.26	355.56	310.81
145	2035.90	1515.60	1396.15	1182.70	981.55	486.55	356.30	311.55
146	2042.69	1520.93	1398.79	1184.83	983.41	487.84	357.04	312.29
147	2049.48	1526.26	1401.43	1186.96	985.27	489.13	357.78	313.03
148	2056.27	1531.59	1404.07	1189.09	987.13	490.42	358.52	313.77
149	2063.06	1536.92	1406.71	1191.22	988.99	491.71	359.26	314.51
150	2069.85	1542.25	1409.35	1193.35	990.85	493.00	360.00	315.25
Each add'l. unit add per unit	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

TABLE C

Wild Spot Payment Table

Chicago or Los Angeles, Together with Other Cities (Excluding New York)

The rates in this table are for 13 weeks of use with respect to commercials used in either Chicago or Los Angeles and not in New York, but no more than one of these, plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than Chicago or Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

An additional 14.3% for H&R is due on all amounts.

TABLE C	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
0	\$916.40	\$646.30	\$673.30	\$598.05	\$490.05	\$270.10	\$223.80	\$183.25
1	923.19	651.63	680.66	604.29	495.22	272.23	225.26	184.59
2	929.98	656.96	688.02	610.53	500.39	274.36	226.72	185.93
3	936.77	662.29	695.38	616.77	505.56	276.49	228.18	187.27
4	943.56	667.62	702.74	623.01	510.73	278.62	229.64	188.61
5	950.35	672.95	710.10	629.25	515.90	280.75	231.10	189.95
6	957.14	678.28	717.46	635.49	521.07	282.88	232.56	191.29
7	963.93	683.61	724.82	641.73	526.24	285.01	234.02	192.63
8	970.72	688.94	732.18	647.97	531.41	287.14	235.48	193.97
9	977.51	694.27	739.54	654.21	536.58	289.27	236.94	195.31
10	984.30	699.60	746.90	660.45	541.75	291.40	238.40	196.65
11	991.09	704.93	754.26	666.69	546.92	293.53	239.86	197.99
12	997.88	710.26	761.62	672.93	552.09	295.66	241.32	199.33
13	1004.67	715.59	768.98	679.17	557.26	297.79	242.78	200.67
14	1011.46	720.92	776.34	685.41	562.43	299.92	244.24	202.01
15	1018.25	726.25	783.70	691.65	567.60	302.05	245.70	203.35
16	1025.04	731.58	791.06	697.89	572.77	304.18	247.16	204.69
17	1031.83	736.91	798.42	704.13	577.94	306.31	248.62	206.03
18	1038.62	742.24	805.78	710.37	583.11	308.44	250.08	207.37
19	1045.41	747.57	813.14	716.61	588.28	310.57	251.54	208.71

TABLE C	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
20	\$1052.20	\$752.90	\$820.50	\$722.85	\$593.45	\$312.70	\$253.00	\$210.05
21	1058.99	758.23	827.86	729.09	598.62	314.83	254.46	211.39
22	1065.78	763.56	835.22	735.33	603.79	316.96	255.92	212.73
23	1072.57	768.89	842.58	741.57	608.96	319.09	257.38	214.07
24	1079.36	774.22	849.94	747.81	614.13	321.22	258.84	215.41
25	1086.15	779.55	857.30	754.05	619.30	323.35	260.30	216.75
26	1092.94	784.88	864.66	760.29	624.47	325.48	261.76	218.09
27	1099.73	790.21	872.02	766.53	629.64	327.61	263.22	219.43
28	1106.52	795.54	879.38	772.77	634.81	329.74	264.68	220.77
29	1113.31	800.87	886.74	779.01	639.98	331.87	266.14	222.11
30	1120.10	806.20	894.10	785.25	645.15	334.00	267.60	223.45
31	1126.89	811.53	901.46	791.49	650.32	336.13	269.06	224.79
32	1133.68	816.86	908.82	797.73	655.49	338.26	270.52	226.13
33	1140.47	822.19	916.18	803.97	660.66	340.39	271.98	227.47
34	1147.26	827.52	923.54	810.21	665.83	342.52	273.44	228.81
35	1154.05	832.85	930.90	816.45	671.00	344.65	274.90	230.15
36	1160.84	838.18	936.23	820.61	674.49	345.94	275.64	230.89
37	1167.63	843.51	941.56	824.77	677.98	347.23	276.38	231.63
38	1174.42	848.84	946.89	828.93	681.47	348.52	277.12	232.37
39	1181.21	854.17	952.22	833.09	684.96	349.81	277.86	233.11
40	1188.00	859.50	957.55	837.25	688.45	351.10	278.60	233.85
41	1194.79	864.83	962.88	841.41	691.94	352.39	279.34	234.59
42	1201.58	870.16	968.21	845.57	695.43	353.68	280.08	235.33
43	1208.37	875.49	973.54	849.73	698.92	354.97	280.82	236.07
44	1215.16	880.82	978.87	853.89	702.41	356.26	281.56	236.81
45	1221.95	886.15	984.20	858.05	705.90	357.55	282.30	237.55
46	1228.74	891.48	989.53	862.21	709.39	358.84	283.04	238.29
47	1235.53	896.81	994.86	866.37	712.88	360.13	283.78	239.03
48	1242.32	902.14	1000.19	870.53	716.37	361.42	284.52	239.77
49	1249.11	907.47	1005.52	874.69	719.86	362.71	285.26	240.51
50	1255.90	912.80	1010.85	878.85	723.35	364.00	286.00	241.25
51	1262.69	918.13	1016.18	883.01	726.84	365.29	286.74	241.99
52	1269.48	923.46	1021.51	887.17	730.33	366.58	287.48	242.73
53	1276.27	928.79	1026.84	891.33	733.82	367.87	288.22	243.47
54	1283.06	934.12	1032.17	895.49	737.31	369.16	288.96	244.21
55	1289.85	939.45	1037.50	899.65	740.80	370.45	289.70	244.95

TABLE C	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
56	\$1296.64	\$944.78	\$1042.83	\$903.81	\$744.29	\$371.74	\$290.44	\$245.69
57	1303.43	950.11	1048.16	907.97	747.78	373.03	291.18	246.43
58	1310.22	955.44	1053.49	912.13	751.27	374.32	291.92	247.17
59	1317.01	960.77	1058.82	916.29	754.76	375.61	292.66	247.91
60	1323.80	966.10	1064.15	920.45	758.25	376.90	293.40	248.65
61	1330.59	971.43	1069.48	924.61	761.74	378.19	294.14	249.39
62	1337.38	976.76	1074.81	928.77	765.23	379.48	294.88	250.13
63	1344.17	982.09	1080.14	932.93	768.72	380.77	295.62	250.87
64	1350.96	987.42	1085.47	937.09	772.21	382.06	296.36	251.61
65	1357.75	992.75	1090.80	941.25	775.70	383.35	297.10	252.35
66	1364.54	998.08	1096.13	945.41	779.19	384.64	297.84	253.09
67	1371.33	1003.41	1101.46	949.57	782.68	385.93	298.58	253.83
68	1378.12	1008.74	1106.79	953.73	786.17	387.22	299.32	254.57
69	1384.91	1014.07	1112.12	957.89	789.66	388.51	300.06	255.31
70	1391.70	1019.40	1117.45	962.05	793.15	389.80	300.80	256.05
71	1398.49	1024.73	1122.78	966.21	796.64	391.09	301.54	256.79
72	1405.28	1030.06	1128.11	970.37	800.13	392.38	302.28	257.53
73	1412.07	1035.39	1133.44	974.53	803.62	393.67	303.02	258.27
74	1418.86	1040.72	1138.77	978.69	807.11	394.96	303.76	259.01
75	1425.65	1046.05	1144.10	982.85	810.60	396.25	304.50	259.75
76	1432.44	1051.38	1149.43	987.01	814.09	397.54	305.24	260.49
77	1439.23	1056.71	1154.76	991.17	817.58	398.83	305.98	261.23
78	1446.02	1062.04	1160.09	995.33	821.07	400.12	306.72	261.97
79	1452.81	1067.37	1165.42	999.49	824.56	401.41	307.46	262.71
80	1459.60	1072.70	1170.75	1003.65	828.05	402.70	308.20	263.45
81	1466.39	1078.03	1176.08	1007.81	831.54	403.99	308.94	264.19
82	1473.18	1083.36	1181.41	1011.97	835.03	405.28	309.68	264.93
83	1479.97	1088.69	1186.74	1016.13	838.52	406.57	310.42	265.67
84	1486.76	1094.02	1192.07	1020.29	842.01	407.86	311.16	266.41
85	1493.55	1099.35	1197.40	1024.45	845.50	409.15	311.90	267.15
86	1500.34	1104.68	1202.73	1028.61	848.99	410.44	312.64	267.89
87	1507.13	1110.01	1208.06	1032.77	852.48	411.73	313.38	268.63
88	1513.92	1115.34	1213.39	1036.93	855.97	413.02	314.12	269.37
89	1520.71	1120.67	1218.72	1041.09	859.46	414.31	314.86	270.11
90	1527.50	1126.00	1224.05	1045.25	862.95	415.60	315.60	270.85
91	1534.29	1131.33	1229.38	1049.41	866.44	416.89	316.34	271.59

TABLE C	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
92	\$1541.08	\$1136.66	\$1234.71	\$1053.57	\$869.93	\$418.18	\$317.08	\$272.33
93	1547.87	1141.99	1240.04	1057.73	873.42	419.47	317.82	273.07
94	1554.66	1147.32	1245.37	1061.89	876.91	420.76	318.56	273.81
95	1561.45	1152.65	1250.70	1066.05	880.40	422.05	319.30	274.55
96	1568.24	1157.98	1256.03	1070.21	883.89	423.34	320.04	275.29
97	1575.03	1163.31	1261.36	1074.37	887.38	424.63	320.78	276.03
98	1581.82	1168.64	1266.69	1078.53	890.87	425.92	321.52	276.77
99	1588.61	1173.97	1272.02	1082.69	894.36	427.21	322.26	277.51
100	1595.40	1179.30	1277.35	1086.85	897.85	428.50	323.00	278.25
101	1602.19	1184.63	1279.99	1088.98	899.71	429.79	323.74	278.99
102	1608.98	1189.96	1282.63	1091.11	901.57	431.08	324.48	279.73
103	1615.77	1195.29	1285.27	1093.24	903.43	432.37	325.22	280.47
104	1622.56	1200.62	1287.91	1095.37	905.29	433.66	325.96	281.21
105	1629.35	1205.95	1290.55	1097.50	907.15	434.95	326.70	281.95
106	1636.14	1211.28	1293.19	1099.63	909.01	436.24	327.44	282.69
107	1642.93	1216.61	1295.83	1101.76	910.87	437.53	328.18	283.43
108	1649.72	1221.94	1298.47	1103.89	912.73	438.82	328.92	284.17
109	1656.51	1227.27	1301.11	1106.02	914.59	440.11	329.66	284.91
110	1663.30	1232.60	1303.75	1108.15	916.45	441.40	330.40	285.65
111	1670.09	1237.93	1306.39	1110.28	918.31	442.69	331.14	286.39
112	1676.88	1243.26	1309.03	1112.41	920.17	443.98	331.88	287.13
113	1683.67	1248.59	1311.67	1114.54	922.03	445.27	332.62	287.87
114	1690.46	1253.92	1314.31	1116.67	923.89	446.56	333.36	288.61
115	1697.25	1259.25	1316.95	1118.80	925.75	447.85	334.10	289.35
116	1704.04	1264.58	1319.59	1120.93	927.61	449.14	334.84	290.09
117	1710.83	1269.91	1322.23	1123.06	929.47	450.43	335.58	290.83
118	1717.62	1275.24	1324.87	1125.19	931.33	451.72	336.32	291.57
119	1724.41	1280.57	1327.51	1127.32	933.19	453.01	337.06	292.31
120	1731.20	1285.90	1330.15	1129.45	935.05	454.30	337.80	293.05
121	1737.99	1291.23	1332.79	1131.58	936.91	455.59	338.54	293.79
122	1744.78	1296.56	1335.43	1133.71	938.77	456.88	339.28	294.53
123	1751.57	1301.89	1338.07	1135.84	940.63	458.17	340.02	295.27
124	1758.36	1307.22	1340.71	1137.97	942.49	459.46	340.76	296.01
125	1765.15	1312.55	1343.35	1140.10	944.35	460.75	341.50	296.75
126	1771.94	1317.88	1345.99	1142.23	946.21	462.04	342.24	297.49
127	1778.73	1323.21	1348.63	1144.36	948.07	463.33	342.98	298.23

TABLE C	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
128	\$1785.52	\$1328.54	\$1351.27	\$1146.49	\$949.93	\$464.62	\$343.72	\$298.97
129	1792.31	1333.87	1353.91	1148.62	951.79	465.91	344.46	299.71
130	1799.10	1339.20	1356.55	1150.75	953.65	467.20	345.20	300.45
131	1805.89	1344.53	1359.19	1152.88	955.51	468.49	345.94	301.19
132	1812.68	1349.86	1361.83	1155.01	957.37	469.78	346.68	301.93
133	1819.47	1355.19	1364.47	1157.14	959.23	471.07	347.42	302.67
134	1826.26	1360.52	1367.11	1159.27	961.09	472.36	348.16	303.41
135	1833.05	1365.85	1369.75	1161.40	962.95	473.65	348.90	304.15
136	1839.84	1371.18	1372.39	1163.53	964.81	474.94	349.64	304.89
137	1846.63	1376.51	1375.03	1165.66	966.67	476.23	350.38	305.63
138	1853.42	1381.84	1377.67	1167.79	968.53	477.52	351.12	306.37
139	1860.21	1387.17	1380.31	1169.92	970.39	478.81	351.86	307.11
140	1867.00	1392.50	1382.95	1172.05	972.25	480.10	352.60	307.85
141	1873.79	1397.83	1385.59	1174.18	974.11	481.39	353.34	308.59
142	1880.58	1403.16	1388.23	1176.31	975.97	482.68	354.08	309.33
143	1887.37	1408.49	1390.87	1178.44	977.83	483.97	354.82	310.07
144	1894.16	1413.82	1393.51	1180.57	979.69	485.26	355.56	310.81
145	1900.95	1419.15	1396.15	1182.70	981.55	486.55	356.30	311.55
146	1907.74	1424.48	1398.79	1184.83	983.41	487.84	357.04	312.29
147	1914.53	1429.81	1401.43	1186.96	985.27	489.13	357.78	313.03
148	1921.32	1435.14	1404.07	1189.09	987.13	490.42	358.52	313.77
149	1928.11	1440.47	1406.71	1191.22	988.99	491.71	359.26	314.51
150	1934.90	1445.80	1409.35	1193.35	990.85	493.00	360.00	315.25
Each add'l. unit add per unit	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

TABLE D

Wild Spot Payment Table

Any Two of New York, Chicago or Los Angeles, Together with Other Cities

The rates in this table are for 13 weeks of use with respect to commercials used in any two of New York, Chicago or Los Angeles, plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

An additional 14.3% for H&R is due on all amounts.

TABLE D	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
0	\$1446.85	\$974.20	\$1035.95	\$856.55	\$700.30	\$356.95	\$287.50	\$235.40
1	1453.64	979.53	1038.59	858.68	702.16	358.24	288.24	236.14
2	1460.43	984.86	1041.23	860.81	704.02	359.53	288.98	236.88
3	1467.22	990.19	1043.87	862.94	705.88	360.82	289.72	237.62
4	1474.01	995.52	1046.51	865.07	707.74	362.11	290.46	238.36
5	1480.80	1000.85	1049.15	867.20	709.60	363.40	291.20	239.10
6	1487.59	1006.18	1051.79	869.33	711.46	364.69	291.94	239.84
7	1494.38	1011.51	1054.43	871.46	713.32	365.98	292.68	240.58
8	1501.17	1016.84	1057.07	873.59	715.18	367.27	293.42	241.32
9	1507.96	1022.17	1059.71	875.72	717.04	368.56	294.16	242.06
10	1514.75	1027.50	1062.35	877.85	718.90	369.85	294.90	242.80
11	1521.54	1032.83	1064.99	879.98	720.76	371.14	295.64	243.54
12	1528.33	1038.16	1067.63	882.11	722.62	372.43	296.38	244.28
13	1535.12	1043.49	1070.27	884.24	724.48	373.72	297.12	245.02
14	1541.91	1048.82	1072.91	886.37	726.34	375.01	297.86	245.76
15	1548.70	1054.15	1075.55	888.50	728.20	376.30	298.60	246.50
16	1555.49	1059.48	1078.19	890.63	730.06	377.59	299.34	247.24
17	1562.28	1064.81	1080.83	892.76	731.92	378.88	300.08	247.98
18	1569.07	1070.14	1083.47	894.89	733.78	380.17	300.82	248.72
19	1575.86	1075.47	1086.11	897.02	735.64	381.46	301.56	249.46

TABLE D	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
20	\$1582.65	\$1080.80	\$1088.75	\$899.15	\$737.50	\$382.75	\$302.30	\$250.20
21	1589.44	1086.13	1091.39	901.28	739.36	384.04	303.04	250.94
22	1596.23	1091.46	1094.03	903.41	741.22	385.33	303.78	251.68
23	1603.02	1096.79	1096.67	905.54	743.08	386.62	304.52	252.42
24	1609.81	1102.12	1099.31	907.67	744.94	387.91	305.26	253.16
25	1616.60	1107.45	1101.95	909.80	746.80	389.20	306.00	253.90
26	1623.39	1112.78	1104.59	911.93	748.66	390.49	306.74	254.64
27	1630.18	1118.11	1107.23	914.06	750.52	391.78	307.48	255.38
28	1636.97	1123.44	1109.87	916.19	752.38	393.07	308.22	256.12
29	1643.76	1128.77	1112.51	918.32	754.24	394.36	308.96	256.86
30	1650.55	1134.10	1115.15	920.45	756.10	395.65	309.70	257.60
31	1657.34	1139.43	1117.79	922.58	757.96	396.94	310.44	258.34
32	1664.13	1144.76	1120.43	924.71	759.82	398.23	311.18	259.08
33	1670.92	1150.09	1123.07	926.84	761.68	399.52	311.92	259.82
34	1677.71	1155.42	1125.71	928.97	763.54	400.81	312.66	260.56
35	1684.50	1160.75	1128.35	931.10	765.40	402.10	313.40	261.30
36	1691.29	1166.08	1130.99	933.23	767.26	403.39	314.14	262.04
37	1698.08	1171.41	1133.63	935.36	769.12	404.68	314.88	262.78
38	1704.87	1176.74	1136.27	937.49	770.98	405.97	315.62	263.52
39	1711.66	1182.07	1138.91	939.62	772.84	407.26	316.36	264.26
40	1718.45	1187.40	1141.55	941.75	774.70	408.55	317.10	265.00
41	1725.24	1192.73	1144.19	943.88	776.56	409.84	317.84	265.74
42	1732.03	1198.06	1146.83	946.01	778.42	411.13	318.58	266.48
43	1738.82	1203.39	1149.47	948.14	780.28	412.42	319.32	267.22
44	1745.61	1208.72	1152.11	950.27	782.14	413.71	320.06	267.96
45	1752.40	1214.05	1154.75	952.40	784.00	415.00	320.80	268.70
46	1759.19	1219.38	1157.39	954.53	785.86	416.29	321.54	269.44
47	1765.98	1224.71	1160.03	956.66	787.72	417.58	322.28	270.18
48	1772.77	1230.04	1162.67	958.79	789.58	418.87	323.02	270.92
49	1779.56	1235.37	1165.31	960.92	791.44	420.16	323.76	271.66
50	1786.35	1240.70	1167.95	963.05	793.30	421.45	324.50	272.40
51	1793.14	1246.03	1170.59	965.18	795.16	422.74	325.24	273.14
52	1799.93	1251.36	1173.23	967.31	797.02	424.03	325.98	273.88
53	1806.72	1256.69	1175.87	969.44	798.88	425.32	326.72	274.62
54	1813.51	1262.02	1178.51	971.57	800.74	426.61	327.46	275.36
55	1820.30	1267.35	1181.15	973.70	802.60	427.90	328.20	276.10

TABLE D	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
56	\$1827.09	\$1272.68	\$1183.79	\$975.83	\$804.46	\$429.19	\$328.94	\$276.84
57	1833.88	1278.01	1186.43	977.96	806.32	430.48	329.68	277.58
58	1840.67	1283.34	1189.07	980.09	808.18	431.77	330.42	278.32
59	1847.46	1288.67	1191.71	982.22	810.04	433.06	331.16	279.06
60	1854.25	1294.00	1194.35	984.35	811.90	434.35	331.90	279.80
61	1861.04	1299.33	1196.99	986.48	813.76	435.64	332.64	280.54
62	1867.83	1304.66	1199.63	988.61	815.62	436.93	333.38	281.28
63	1874.62	1309.99	1202.27	990.74	817.48	438.22	334.12	282.02
64	1881.41	1315.32	1204.91	992.87	819.34	439.51	334.86	282.76
65	1888.20	1320.65	1207.55	995.00	821.20	440.80	335.60	283.50
66	1894.99	1325.98	1210.19	997.13	823.06	442.09	336.34	284.24
67	1901.78	1331.31	1212.83	999.26	824.92	443.38	337.08	284.98
68	1908.57	1336.64	1215.47	1001.39	826.78	444.67	337.82	285.72
69	1915.36	1341.97	1218.11	1003.52	828.64	445.96	338.56	286.46
70	1922.15	1347.30	1220.75	1005.65	830.50	447.25	339.30	287.20
71	1928.94	1352.63	1223.39	1007.78	832.36	448.54	340.04	287.94
72	1935.73	1357.96	1226.03	1009.91	834.22	449.83	340.78	288.68
73	1942.52	1363.29	1228.67	1012.04	836.08	451.12	341.52	289.42
74	1949.31	1368.62	1231.31	1014.17	837.94	452.41	342.26	290.16
75	1956.10	1373.95	1233.95	1016.30	839.80	453.70	343.00	290.90
76	1962.89	1379.28	1236.59	1018.43	841.66	454.99	343.74	291.64
77	1969.68	1384.61	1239.23	1020.56	843.52	456.28	344.48	292.38
78	1976.47	1389.94	1241.87	1022.69	845.38	457.57	345.22	293.12
79	1983.26	1395.27	1244.51	1024.82	847.24	458.86	345.96	293.86
80	1990.05	1400.60	1247.15	1026.95	849.10	460.15	346.70	294.60
81	1996.84	1405.93	1249.79	1029.08	850.96	461.44	347.44	295.34
82	2003.63	1411.26	1252.43	1031.21	852.82	462.73	348.18	296.08
83	2010.42	1416.59	1255.07	1033.34	854.68	464.02	348.92	296.82
84	2017.21	1421.92	1257.71	1035.47	856.54	465.31	349.66	297.56
85	2024.00	1427.25	1260.35	1037.60	858.40	466.60	350.40	298.30
86	2030.79	1432.58	1262.99	1039.73	860.26	467.89	351.14	299.04
87	2037.58	1437.91	1265.63	1041.86	862.12	469.18	351.88	299.78
88	2044.37	1443.24	1268.27	1043.99	863.98	470.47	352.62	300.52
89	2051.16	1448.57	1270.91	1046.12	865.84	471.76	353.36	301.26
90	2057.95	1453.90	1273.55	1048.25	867.70	473.05	354.10	302.00
91	2064.74	1459.23	1276.19	1050.38	869.56	474.34	354.84	302.74

TABLE D	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	ON CAMERA	OFF CAMERA	ON CAMERA			OFF CAMERA		
NUMBER OF UNITS			3-5	6-8	9+	3-5	6-8	9+
92	\$2071.53	\$1464.56	\$1278.83	\$1052.51	\$871.42	\$475.63	\$355.58	\$303.48
93	2078.32	1469.89	1281.47	1054.64	873.28	476.92	356.32	304.22
94	2085.11	1475.22	1284.11	1056.77	875.14	478.21	357.06	304.96
95	2091.90	1480.55	1286.75	1058.90	877.00	479.50	357.80	305.70
96	2098.69	1485.88	1289.39	1061.03	878.86	480.79	358.54	306.44
97	2105.48	1491.21	1292.03	1063.16	880.72	482.08	359.28	307.18
98	2112.27	1496.54	1294.67	1065.29	882.58	483.37	360.02	307.92
99	2119.06	1501.87	1297.31	1067.42	884.44	484.66	360.76	308.66
100	2125.85	1507.20	1299.95	1069.55	886.30	485.95	361.50	309.40
101	2132.64	1512.53	1302.59	1071.68	888.16	487.24	362.24	310.14
102	2139.43	1517.86	1305.23	1073.81	890.02	488.53	362.98	310.88
103	2146.22	1523.19	1307.87	1075.94	891.88	489.82	363.72	311.62
104	2153.01	1528.52	1310.51	1078.07	893.74	491.11	364.46	312.36
105	2159.80	1533.85	1313.15	1080.20	895.60	492.40	365.20	313.10
106	2166.59	1539.18	1315.79	1082.33	897.46	493.69	365.94	313.84
107	2173.38	1544.51	1318.43	1084.46	899.32	494.98	366.68	314.58
108	2180.17	1549.84	1321.07	1086.59	901.18	496.27	367.42	315.32
109	2186.96	1555.17	1323.71	1088.72	903.04	497.56	368.16	316.06
110	2193.75	1560.50	1326.35	1090.85	904.90	498.85	368.90	316.80
111	2200.54	1565.83	1328.99	1092.98	906.76	500.14	369.64	317.54
112	2207.33	1571.16	1331.63	1095.11	908.62	501.43	370.38	318.28
113	2214.12	1576.49	1334.27	1097.24	910.48	502.72	371.12	319.02
114	2220.91	1581.82	1336.91	1099.37	912.34	504.01	371.86	319.76
115	2227.70	1587.15	1339.55	1101.50	914.20	505.30	372.60	320.50
116	2234.49	1592.48	1342.19	1103.63	916.06	506.59	373.34	321.24
117	2241.28	1597.81	1344.83	1105.76	917.92	507.88	374.08	321.98
118	2248.07	1603.14	1347.47	1107.89	919.78	509.17	374.82	322.72
119	2254.86	1608.47	1350.11	1110.02	921.64	510.46	375.56	323.46
120	2261.65	1613.80	1352.75	1112.15	923.50	511.75	376.30	324.20
121	2268.44	1619.13	1355.39	1114.28	925.36	513.04	377.04	324.94
122	2275.23	1624.46	1358.03	1116.41	927.22	514.33	377.78	325.68
123	2282.02	1629.79	1360.67	1118.54	929.08	515.62	378.52	326.42
124	2288.81	1635.12	1363.31	1120.67	930.94	516.91	379.26	327.16
125	2295.60	1640.45	1365.95	1122.80	932.80	518.20	380.00	327.90
126	2302.39	1645.78	1368.59	1124.93	934.66	519.49	380.74	328.64
127	2309.18	1651.11	1371.23	1127.06	936.52	520.78	381.48	329.38

TABLE D	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
NUMBER OF UNITS	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
128	\$2315.97	\$1656.44	\$1373.87	\$1129.19	\$938.38	\$522.07	\$382.22	\$330.12
129	2322.76	1661.77	1376.51	1131.32	940.24	523.36	382.96	330.86
130	2329.55	1667.10	1379.15	1133.45	942.10	524.65	383.70	331.60
131	2336.34	1672.43	1381.79	1135.58	943.96	525.94	384.44	332.34
132	2343.13	1677.76	1384.43	1137.71	945.82	527.23	385.18	333.08
133	2349.92	1683.09	1387.07	1139.84	947.68	528.52	385.92	333.82
134	2356.71	1688.42	1389.71	1141.97	949.54	529.81	386.66	334.56
135	2363.50	1693.75	1392.35	1144.10	951.40	531.10	387.40	335.30
136	2370.29	1699.08	1394.99	1146.23	953.26	532.39	388.14	336.04
137	2377.08	1704.41	1397.63	1148.36	955.12	533.68	388.88	336.78
138	2383.87	1709.74	1400.27	1150.49	956.98	534.97	389.62	337.52
139	2390.66	1715.07	1402.91	1152.62	958.84	536.26	390.36	338.26
140	2397.45	1720.40	1405.55	1154.75	960.70	537.55	391.10	339.00
141	2404.24	1725.73	1408.19	1156.88	962.56	538.84	391.84	339.74
142	2411.03	1731.06	1410.83	1159.01	964.42	540.13	392.58	340.48
143	2417.82	1736.39	1413.47	1161.14	966.28	541.42	393.32	341.22
144	2424.61	1741.72	1416.11	1163.27	968.14	542.71	394.06	341.96
145	2431.40	1747.05	1418.75	1165.40	970.00	544.00	394.80	342.70
146	2438.19	1752.38	1421.39	1167.53	971.86	545.29	395.54	343.44
147	2444.98	1757.71	1424.03	1169.66	973.72	546.58	396.28	344.18
148	2451.77	1763.04	1426.67	1171.79	975.58	547.87	397.02	344.92
149	2458.56	1768.37	1429.31	1173.92	977.44	549.16	397.76	345.66
150	2465.35	1773.70	1431.95	1176.05	979.30	550.45	398.50	346.40
Each add'l. unit add per unit	6.79	5.33	2.64	2.13	1.86	1.29	.74	.74

TABLE E

Wild Spot Payment Table

New York, Chicago and Los Angeles, Together with Other Cities

The rates in this table are for 13 weeks of use with respect to commercials used in New York **and** Chicago **and** Los Angeles (all three), plus the number of units shown in the far left column.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	5	Greenville-Spartanburg-	Orlando.....	3	San Francisco.....	6
Baltimore.....	3	Ashville-Anderson...	Philadelphia.....	8	Seattle-Tacoma.....	4
Boston.....	6	Hartford-New Haven...	Phoenix.....	4	Tampa-St. Petersburg...	4
Charlotte.....	2	Houston.....	Pittsburgh.....	3	Toronto.....	7
Cincinnati.....	2	Indianapolis.....	Portland, OR.....	3	Vancouver, BC.....	3
Cleveland.....	4	Kansas City.....	Puerto Rico.....	3	Washington, DC.....	6
Columbus, OH.....	2	Mexico/Mexico City...	Raleigh-Durham.....	2	West Palm Beach-/-	
Dallas-Ft. Worth.....	6	Miami.....	Sacramento/Stockton...	3	Ft. Pierce.....	2
Denver.....	3	Milwaukee.....	St. Louis.....	3		
Detroit.....	5	Minneapolis-St. Paul...	Salt Lake City.....	2		
Grand Rapids-Kalamazoo-		Montreal.....	San Antonio.....	2		
Battle Creek.....	2	Nashville.....	San Diego.....	2		

An additional 14.3% for H&R is due on all amounts.

TABLE E	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
0	\$1745.20	\$1239.55	\$1306.95	\$1118.50	\$914.20	\$430.35	\$347.05	\$283.60
1	1752.16	1245.00	1309.65	1120.69	916.11	431.69	347.84	284.39
2	1759.12	1250.45	1312.35	1122.88	918.02	433.03	348.63	285.18
3	1766.08	1255.90	1315.05	1125.07	919.93	434.37	349.42	285.97
4	1773.04	1261.35	1317.75	1127.26	921.84	435.71	350.21	286.76
5	1780.00	1266.80	1320.45	1129.45	923.75	437.05	351.00	287.55
6	1786.96	1272.25	1323.15	1131.64	925.66	438.39	351.79	288.34
7	1793.92	1277.70	1325.85	1133.83	927.57	439.73	352.58	289.13
8	1800.88	1283.15	1328.55	1136.02	929.48	441.07	353.37	289.92
9	1807.84	1288.60	1331.25	1138.21	931.39	442.41	354.16	290.71
10	1814.80	1294.05	1333.95	1140.40	933.30	443.75	354.95	291.50
11	1821.76	1299.50	1336.65	1142.59	935.21	445.09	355.74	292.29
12	1828.72	1304.95	1339.35	1144.78	937.12	446.43	356.53	293.08
13	1835.68	1310.40	1342.05	1146.97	939.03	447.77	357.32	293.87
14	1842.64	1315.85	1344.75	1149.16	940.94	449.11	358.11	294.66
15	1849.60	1321.30	1347.45	1151.35	942.85	450.45	358.90	295.45
16	1856.56	1326.75	1350.15	1153.54	944.76	451.79	359.69	296.24
17	1863.52	1332.20	1352.85	1155.73	946.67	453.13	360.48	297.03
18	1870.48	1337.65	1355.55	1157.92	948.58	454.47	361.27	297.82
19	1877.44	1343.10	1358.25	1160.11	950.49	455.81	362.06	298.61

TABLE E	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
20	\$1884.40	\$1348.55	\$1360.95	\$1162.30	\$952.40	\$457.15	\$362.85	\$299.40
21	1891.36	1354.00	1363.65	1164.49	954.31	458.49	363.64	300.19
22	1898.32	1359.45	1366.35	1166.68	956.22	459.83	364.43	300.98
23	1905.28	1364.90	1369.05	1168.87	958.13	461.17	365.22	301.77
24	1912.24	1370.35	1371.75	1171.06	960.04	462.51	366.01	302.56
25	1919.20	1375.80	1374.45	1173.25	961.95	463.85	366.80	303.35
26	1926.16	1381.25	1377.15	1175.44	963.86	465.19	367.59	304.14
27	1933.12	1386.70	1379.85	1177.63	965.77	466.53	368.38	304.93
28	1940.08	1392.15	1382.55	1179.82	967.68	467.87	369.17	305.72
29	1947.04	1397.60	1385.25	1182.01	969.59	469.21	369.96	306.51
30	1954.00	1403.05	1387.95	1184.20	971.50	470.55	370.75	307.30
31	1960.96	1408.50	1390.65	1186.39	973.41	471.89	371.54	308.09
32	1967.92	1413.95	1393.35	1188.58	975.32	473.23	372.33	308.88
33	1974.88	1419.40	1396.05	1190.77	977.23	474.57	373.12	309.67
34	1981.84	1424.85	1398.75	1192.96	979.14	475.91	373.91	310.46
35	1988.80	1430.30	1401.45	1195.15	981.05	477.25	374.70	311.25
36	1995.76	1435.75	1404.15	1197.34	982.96	478.59	375.49	312.04
37	2002.72	1441.20	1406.85	1199.53	984.87	479.93	376.28	312.83
38	2009.68	1446.65	1409.55	1201.72	986.78	481.27	377.07	313.62
39	2016.64	1452.10	1412.25	1203.91	988.69	482.61	377.86	314.41
40	2023.60	1457.55	1414.95	1206.10	990.60	483.95	378.65	315.20
41	2030.56	1463.00	1417.65	1208.29	992.51	485.29	379.44	315.99
42	2037.52	1468.45	1420.35	1210.48	994.42	486.63	380.23	316.78
43	2044.48	1473.90	1423.05	1212.67	996.33	487.97	381.02	317.57
44	2051.44	1479.35	1425.75	1214.86	998.24	489.31	381.81	318.36
45	2058.40	1484.80	1428.45	1217.05	1000.15	490.65	382.60	319.15
46	2065.36	1490.25	1431.15	1219.24	1002.06	491.99	383.39	319.94
47	2072.32	1495.70	1433.85	1221.43	1003.97	493.33	384.18	320.73
48	2079.28	1501.15	1436.55	1223.62	1005.88	494.67	384.97	321.52
49	2086.24	1506.60	1439.25	1225.81	1007.79	496.01	385.76	322.31
50	2093.20	1512.05	1441.95	1228.00	1009.70	497.35	386.55	323.10
51	2100.16	1517.50	1444.65	1230.19	1011.61	498.69	387.34	323.89
52	2107.12	1522.95	1447.35	1232.38	1013.52	500.03	388.13	324.68
53	2114.08	1528.40	1450.05	1234.57	1015.43	501.37	388.92	325.47
54	2121.04	1533.85	1452.75	1236.76	1017.34	502.71	389.71	326.26
55	2128.00	1539.30	1455.45	1238.95	1019.25	504.05	390.50	327.05

TABLE E	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	ON CAMERA	OFF CAMERA	ON CAMERA			OFF CAMERA		
			3-5	6-8	9+	3-5	6-8	9+
56	\$2134.96	\$1544.75	\$1458.15	\$1241.14	\$1021.16	\$506.73	\$392.08	\$328.63
57	2141.92	1550.20	1460.85	1243.33	1023.07	508.07	392.87	329.42
58	2148.88	1555.65	1463.55	1245.52	1024.98	509.41	393.66	330.21
59	2155.84	1561.10	1466.25	1247.71	1026.89	510.75	394.45	331.00
60	2162.80	1566.55	1468.95	1249.90	1028.80	512.09	395.24	331.79
61	2169.76	1572.00	1471.65	1252.09	1030.71	513.43	396.03	332.58
62	2176.72	1577.45	1474.35	1254.28	1032.62	514.77	396.82	333.37
63	2183.68	1582.90	1477.05	1256.47	1034.53	516.11	397.61	334.16
64	2190.64	1588.35	1479.75	1258.66	1036.44	517.45	398.40	334.95
65	2197.60	1593.80	1482.45	1260.85	1038.35	518.79	399.19	335.74
66	2204.56	1599.25	1485.15	1263.04	1040.26	520.13	399.98	336.53
67	2211.52	1604.70	1487.85	1265.23	1042.17	521.47	400.77	337.32
68	2218.48	1610.15	1490.55	1267.42	1044.08	522.81	401.56	338.11
69	2225.44	1615.60	1493.25	1269.61	1045.99	524.15	402.35	338.90
70	2232.40	1621.05	1495.95	1271.80	1047.90	525.49	403.14	339.69
71	2239.36	1626.50	1498.65	1273.99	1049.81	526.83	403.93	340.48
72	2246.32	1631.95	1501.35	1276.18	1051.72	528.17	404.72	341.27
73	2253.28	1637.40	1504.05	1278.37	1053.63	529.51	405.51	342.06
74	2260.24	1642.85	1506.75	1280.56	1055.54	530.85	406.30	342.85
75	2267.20	1648.30	1509.45	1282.75	1057.45	532.19	407.09	343.64
76	2274.16	1653.75	1512.15	1284.94	1059.36	533.53	407.88	344.43
77	2281.12	1659.20	1514.85	1287.13	1061.27	534.87	408.67	345.22
78	2288.08	1664.65	1517.55	1289.32	1063.18	536.21	409.46	346.01
79	2295.04	1670.10	1520.25	1291.51	1065.09	537.55	410.25	346.80
80	2302.00	1675.55	1522.95	1293.70	1067.00	538.89	411.04	347.59
81	2308.96	1681.00	1525.65	1295.89	1068.91	540.23	411.83	348.38
82	2315.92	1686.45	1528.35	1298.08	1070.82	541.57	412.62	349.17
83	2322.88	1691.90	1531.05	1300.27	1072.73	542.91	413.41	349.96
84	2329.84	1697.35	1533.75	1302.46	1074.64	544.25	414.20	350.75
85	2336.80	1702.80	1536.45	1304.65	1076.55	545.59	414.99	351.54
86	2343.76	1708.25	1539.15	1306.84	1078.46	546.93	415.78	352.33
87	2350.72	1713.70	1541.85	1309.03	1080.37	548.27	416.57	353.12
88	2357.68	1719.15	1544.55	1311.22	1082.28	549.61	417.36	353.91
89	2364.64	1724.60	1547.25	1313.41	1084.19	550.95	418.15	354.70
90	2371.60	1730.05	1549.95	1315.60	1086.10	552.29	418.94	355.49
91	2378.56	1735.50	1552.65	1317.79	1088.01	526.33	398.75	338.35

TABLE E	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
	ON CAMERA	OFF CAMERA	ON CAMERA			OFF CAMERA		
			3-5	6-8	9+	3-5	6-8	9+
92	\$2385.52	\$1740.95	\$1555.35	\$1319.98	\$1089.92	\$553.63	\$419.73	\$356.28
93	2392.48	1746.40	1558.05	1322.17	1091.83	554.97	420.52	357.07
94	2399.44	1751.85	1560.75	1324.36	1093.74	556.31	421.31	357.86
95	2406.40	1757.30	1563.45	1326.55	1095.65	557.65	422.10	358.65
96	2413.36	1762.75	1566.15	1328.74	1097.56	558.99	422.89	359.44
97	2420.32	1768.20	1568.85	1330.93	1099.47	560.33	423.68	360.23
98	2427.28	1773.65	1571.55	1333.12	1101.38	561.67	424.47	361.02
99	2434.24	1779.10	1574.25	1335.31	1103.29	563.01	425.26	361.81
100	2441.20	1784.55	1576.95	1337.50	1105.20	564.35	426.05	362.60
101	2448.16	1790.00	1579.65	1339.69	1107.11	565.69	426.84	363.39
102	2455.12	1795.45	1582.35	1341.88	1109.02	567.03	427.63	364.18
103	2462.08	1800.90	1585.05	1344.07	1110.93	568.37	428.42	364.97
104	2469.04	1806.35	1587.75	1346.26	1112.84	569.71	429.21	365.76
105	2476.00	1811.80	1590.45	1348.45	1114.75	571.05	430.00	366.55
106	2482.96	1817.25	1593.15	1350.64	1116.66	572.39	430.79	367.34
107	2489.92	1822.70	1595.85	1352.83	1118.57	573.73	431.58	368.13
108	2496.88	1828.15	1598.55	1355.02	1120.48	575.07	432.37	368.92
109	2503.84	1833.60	1601.25	1357.21	1122.39	576.41	433.16	369.71
110	2510.80	1839.05	1603.95	1359.40	1124.30	577.75	433.95	370.50
111	2517.76	1844.50	1606.65	1361.59	1126.21	579.09	434.74	371.29
112	2524.72	1849.95	1609.35	1363.78	1128.12	580.43	435.53	372.08
113	2531.68	1855.40	1612.05	1365.97	1130.03	581.77	436.32	372.87
114	2538.64	1860.85	1614.75	1368.16	1131.94	583.11	437.11	373.66
115	2545.60	1866.30	1617.45	1370.35	1133.85	584.45	437.90	374.45
116	2552.56	1871.75	1620.15	1372.54	1135.76	585.79	438.69	375.24
117	2559.52	1877.20	1622.85	1374.73	1137.67	587.13	439.48	376.03
118	2566.48	1882.65	1625.55	1376.92	1139.58	588.47	440.27	376.82
119	2573.44	1888.10	1628.25	1379.11	1141.49	589.81	441.06	377.61
120	2580.40	1893.55	1630.95	1381.30	1143.40	591.15	441.85	378.40
121	2587.36	1899.00	1633.65	1383.49	1145.31	592.49	442.64	379.19
122	2594.32	1904.45	1636.35	1385.68	1147.22	593.83	443.43	379.98
123	2601.28	1909.90	1639.05	1387.87	1149.13	595.17	444.22	380.77
124	2608.24	1915.35	1641.75	1390.06	1151.04	596.51	445.01	381.56
125	2615.20	1920.80	1644.45	1392.25	1152.95	597.85	445.80	382.35
126	2622.16	1926.25	1647.15	1394.44	1154.86	599.19	446.59	383.14
127	2629.12	1931.70	1649.85	1396.63	1156.77	600.53	447.38	383.93

TABLE E	PRINCIPAL PERFORMERS		GROUP PERFORMERS					
			ON CAMERA			OFF CAMERA		
	ON CAMERA	OFF CAMERA	3-5	6-8	9+	3-5	6-8	9+
128	\$2636.08	\$1937.15	\$1652.55	\$1398.82	\$1158.68	\$601.87	\$448.17	\$384.72
129	2643.04	1942.60	1655.25	1401.01	1160.59	603.21	448.96	385.51
130	2650.00	1948.05	1657.95	1403.20	1162.50	604.55	449.75	386.30
131	2656.96	1953.50	1660.65	1405.39	1164.41	605.89	450.54	387.09
132	2663.92	1958.95	1663.35	1407.58	1166.32	607.23	451.33	387.88
133	2670.88	1964.40	1666.05	1409.77	1168.23	608.57	452.12	388.67
134	2677.84	1969.85	1668.75	1411.96	1170.14	609.91	452.91	389.46
135	2684.80	1975.30	1671.45	1414.15	1172.05	611.25	453.70	390.25
136	2691.76	1980.75	1674.15	1416.34	1173.96	612.59	454.49	391.04
137	2698.72	1986.20	1676.85	1418.53	1175.87	613.93	455.28	391.83
138	2705.68	1991.65	1679.55	1420.72	1177.78	615.27	456.07	392.62
139	2712.64	1997.10	1682.25	1422.91	1179.69	616.61	456.86	393.41
140	2719.60	2002.55	1684.95	1425.10	1181.60	617.95	457.65	394.20
141	2726.56	2008.00	1687.65	1427.29	1183.51	619.29	458.44	394.99
142	2733.52	2013.45	1690.35	1429.48	1185.42	620.63	459.23	395.78
143	2740.48	2018.90	1693.05	1431.67	1187.33	621.97	460.02	396.57
144	2747.44	2024.35	1695.75	1433.86	1189.24	623.31	460.81	397.36
145	2754.40	2029.80	1698.45	1436.05	1191.15	624.65	461.60	398.15
146	2761.36	2035.25	1701.15	1438.24	1193.06	625.99	462.39	398.94
147	2768.32	2040.70	1703.85	1440.43	1194.97	627.33	463.18	399.73
148	2775.28	2046.15	1706.55	1442.62	1196.88	628.67	463.97	400.52
149	2782.24	2051.60	1709.25	1444.81	1198.79	630.01	464.76	401.31
150	2789.20	2057.05	1711.95	1447.00	1200.70	631.35	465.55	402.10
Each add'l. unit add per unit	6.96	5.45	2.70	2.19	1.91	1.34	.79	.79

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EXHIBIT A-1

ADVERTISING AGENCY _____ PRODUCER _____
COMMERCIAL TITLE(S) _____ PRODUCT _____
AND CODE NUMBER(S) _____

DATES WORKED	WORK TIME FROM / TO	MEALS FROM / TO	TRAVEL TO LOCATION FROM / TO	TRAVEL FROM LOCATION FROM / TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM / TO

Multiple Tracking or Sweetening: ☐ did occur ☐ did not occur

☐ Spanish Language Translation Services Performed

PERFORMER'S SIGNATURE OR INITIALS: _____

THIS IS NOT PART OF THE STANDARD FORM

PERFORMER'S COPY

STANDARD AFTRA EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

Between _____, Producer, and _____, 20____, Performer.

Producer engages Performer and Performer agrees to perform services for Producer in Television Commercials as follows:

Commercial Title(s) _____ Number of
and Code Number(s) _____ Commercials _____

Such commercial(s) are to be produced by _____, _____
ADVERTISING AGENCY ADDRESS

acting as an agent for _____, _____
ADVERTISER PRODUCT(S)

City and State in which services rendered: _____ Place of Engagement: _____

- ☐ Principal Performer
☐ Stunt Performer
☐ Specialty Act
☐ Dancer
☐ Singer

- ☐ Solo or Duo
☐ Group 3-5
☐ Group 6-8
☐ Group 9 or more
☐ Contractor

- ☐ Signature - Solo or Duo
☐ Group Signature 3-5
☐ Group Signature 6-8
☐ Group Signature 9 or more
☐ Pilot

Classification: ☐ On Camera ☐ Off Camera Part to be Played _____ Compensation _____
Date(s) and Hour(s) of Employment _____

Check if: ☐ Flight Insurance (\$11.30) Payable
Wardrobe to be furnished: ☐ By Producer ☐ By Performer. If furnished by Performer:
Number of costumes: _____ @ \$16.90 (Non-evening Wear) _____ @ \$28.20 (Evening Wear) Total Wardrobe Fee \$ _____
☐ Performer does not consent to the use of his/her services in commercials made hereunder on the Internet.
☐ Performer does not consent to the use of his/her services in commercials made hereunder as dealer commercials payable at dealer commercial rates.
☐ Performer does not consent to the use of his/her services in commercials made hereunder on a simulcast.

The standard provisions printed on the reverse side hereof are a part of this contract. If this contract provides for compensation at AFTRA minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided. If this contract provides for compensation above the AFTRA minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the **AFTRA Television Recorded Commercials Contract**, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer.

Performer authorizes Producer to make all payments to which Performer may be entitled hereunder by check payable to Performer and sent to the AFTRA office nearest the city in which the commercial was made.

All notices to Producer shall be addressed as follows: To Producer at _____

This contract is subject to all of the terms and conditions of the **AFTRA Television Recorded Commercials Contract**.

Employer of Record for income tax and unemployment insurance purposes is: _____

PRODUCER (Name of Company) _____

The Performer has the right to consult with his/her representative or AFTRA before signing this contract.

BY _____ SIGNATURE PERFORMER _____ SIGNATURE

SPECIAL PROVISIONS (including adjustments, if any, for Stunt Performers):

Performer hereby certifies that he or she is 21 years of age or over. (If under 21 years of age, this contract must be signed below by a parent or guardian.)

I, the undersigned, hereby state that I am the _____ of the above name Performer and do hereby consent and give my permission to this agreement.
(MOTHER, FATHER, GUARDIAN)

(Signature of Parent or Guardian) _____

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions above and hereby agrees thereto.
Performer has the right to consult with his/her representative or Union before signing this contract.

Performer's Signature _____ Social Security Number _____

IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY.

EXHIBIT A-1

STANDARD AFTRA EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

STANDARD PROVISIONS

1. RIGHT TO CONTRACT

Performer states that to the best of Performer's knowledge, Performer has not authorized the use of Performer's name, likeness or identifiable voice in any commercial advertising any competitive product or service during the term of permissible use of commercial(s) hereunder and that Performer is free to enter into this Contract and to grant the rights and uses as herein set forth.

2. EXCLUSIVITY

Performer states that since accepting employment in the commercial(s) covered by this Contract, Performer has not accepted employment in nor authorized the use of Performer's name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that Performer will not hereafter, during the term of permissible use of the commercial(s) for which Performer is employed hereunder, accept employment in or authorize the use of Performer's name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service. This paragraph shall not apply to off-camera solo or duo singers or to group performers (other than name groups) or to performers employed in seasonal commercials.

3. OTHER USES (Strike "A" or "B" or both if such rights are not granted by Performer)

A. Foreign Use.

Producer shall have the right to the foreign use of the commercial(s) produced hereunder for which Producer agrees to pay Performer not less than the additional compensation provided for in the **AFTRA Television Recorded Commercials Contract**. Producer agrees to notify AFTRA in writing promptly of any such foreign use.

B. Theatrical & Industrial Use.

Producer shall have the right to the commercial(s) produced hereunder for Theatrical & Industrial use as defined and for the period permitted in the **AFTRA Television Recorded Commercials Contract**, for which Producer shall pay Performer not less than the additional compensation therein provided.

4. ARBITRATION

All disputes and controversies of every kind and nature arising out of or in connection with this Contract shall be subject to arbitration as provided in Section 57 of the **AFTRA Television Recorded Commercials Contract**.

5. PRODUCER'S RIGHTS

Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to Performer.

EXHIBIT A-2

ADVERTISING AGENCY _____

PRODUCER _____

COMMERCIAL TITLE(S)
AND CODE NUMBER(S) _____

PRODUCT _____

DATES WORKED	WORK TIME FROM / TO	MEALS FROM / TO	TRAVEL TO LOCATION FROM / TO	TRAVEL FROM LOCATION FROM / TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM / TO

Extra PERFORMER'S SIGNATURE OR INITIALS: _____

THIS IS NOT PART OF THE STANDARD FORM

Performer's Copy**STANDARD AFTRA EMPLOYMENT CONTRACT FOR PERFORMERS
ENAGAGED AS EXTRAS IN TELEVISION COMMERCIALS**

Date _____, 20 ____

Producer, _____, engages Extra Performer, _____
and Extra Performer agrees to perform services for Producer in Television Commercials as follows:

Commercial Title(s) and Code Number(s) _____ Number of Commercials _____

Such commercial(s) are to be produced by _____, _____
ADVERTISING AGENCY ADDRESS

on behalf of _____
ADVERTISER PRODUCT(S)

Date and time of engagement: _____ Place of Engagement: _____
CITY AND STATE

- ☐ Commercial Extra Performer
☐ Hand Model
☐ Stand-In
☐ Photo Double
☐ Other (describe) _____

- ☐ 13 Weeks Use
☐ Unlimited Use
☐ Produced for Cable Only
☐ Initial Use on Internet

- ☐ Wet, Snow, Smoke or Dust Work @ \$40.00
☐ Hazard Adjustment \$ _____
☐ Make-up, Skull Cap, Hairgoods (\$31.40)
☐ Night Premium
☐ Other _____

Compensation : \$ _____

Allowances (Check if applicable)

☐ Flight Insurance (\$11.30) Payable☐ Vehicle: Type _____☐ Mileage _____☐ Tolls _____☐ Parking _____

Wardrobe to be furnished: ☐ By Producer ☐ By Extra Performer. If furnished by Extra Performer:
 Number of costumes requested by Producer _____ @ \$17.20 (Non-evening Wear) _____ @ \$28.65 (Evening Wear)

Total Wardrobe Fee \$ _____

- Props:**
- | | | |
|---|---|---|
| ☐ Books (\$2.50 each) | ☐ Golf Clubs & Bag (\$12.00) | ☐ Skis [inc. poles and boots] (\$12.00) |
| ☐ Binoculars or Opera Glasses (\$5.50) | ☐ Large Portable Radio (\$5.50) | ☐ Tennis Racquet (\$5.50) |
| ☐ Camera (\$5.50) | ☐ Luggage [inc. bookbags and briefcases] (\$5.50 each piece) | [only if not already being paid as part of a tennis wardrobe allowance] |
| | ☐ Pet (\$23.00) | ☐ Other (Fee: \$ _____) |

Extra Performer authorizes Producer to make all payments to which Extra Performer may be entitled hereunder by check payable to Extra Performer and sent to the AFTRA office nearest the city in which the commercial was made.

All notices to Producer shall be addressed as follows: To Producer at _____

This contract is subject to all of the terms and conditions which pertain to Extra Performers in the **AFTRA Television Recorded Commercials Contract**.

Employer of Record for income tax and unemployment insurance purposes is: _____

Address of Employer of Record _____

PRODUCER (Name of Company) _____

BY _____ EXTRA PERFORMER _____
SIGNATURE SIGNATURE

Extra Performer hereby certifies that he or she is 21 years of age or over. (If under 21 years of age, this contract must be signed below by a parent or guardian.)

I, the undersigned, hereby state that I am the _____ of the above name Extra Performer and do hereby consent and give my permission to this agreement.
 (MOTHER, FATHER, GUARDIAN)

(Signature of Parent or Guardian)

(W-4 Form is attached here.)

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EXHIBIT B

AFTRA TELEVISION RECORDED COMMERCIALS CONTRACT

AFTRA HEALTH & RETIREMENT FUNDS CONTRIBUTION REPORT PRODUCTION AND USE REPORT

SEE IMPORTANT INSTRUCTIONS ON BACK OF FORM

COMPLETE ALL APPLICABLE AREAS

Page ____ of ____ Pages

H&R Account Number:		Payroll Period:		Report/Payment Date:	
Reporting Company Address & Telephone:			Advertiser/Parent Company:		
			Brand/Product:		
Print Name & Title of Person Completing Form:			Advertising Agency:		
Signature:			Production Company:		
Commercial ID/Title:		Length (in seconds):		Original Session Dates(s):	
				First Air Date:	
Lift ID/Title:		Length (in seconds):		CYCLE DATES:	
If new ID, indicate last reported ID:				REPORT TYPE: ☐ SESSION ☐ HOLDING ☐ USE ☐ CREDIT (Clarify in Comments) ☐ OTHER (Specify in Comments)	
				☐ Check here if Spanish Language	

TYPE OF USE	PROGRAM ☐ Class A ☐ With NY ☐ Class B ☐ With NY ☐ Class C		DEALER ☐ Type A ☐ With NY ☐ Type B ☐ With NY		☐ MADE FOR CABLE ☐ Cable Maximum (2000 units) ☐ If less, total Units: _____ ☐ FM BROADCAST		FOREIGN ☐ Europe ☐ Japan ☐ United Kingdom ☐ Asia/Pacific ☐ Rest-of-World		☐ INDUSTRIAL / THEATRICAL EXHIBITION ☐ MADE FOR INTERNET ☐ INTERNET MOVEOVER ☐ Other (Specify Below)		SPANISH LANGUAGE ☐ Program ☐ Spot Total Spot Units: _____ ☐ South/Central Amer./Mexico ☐ Caribbean/Puerto Rico			
	W I L D S P O T	☐ NEW YORK ☐ LOS ANGELES ☐ CHICAGO ☐ Atlanta ☐ Baltimore ☐ Boston ☐ Charlotte ☐ Cincinnati ☐ Cleveland ☐ Columbus, OH ☐ Dallas-Ft. Worth ☐ Denver ☐ Detroit ☐ Grand Rapids/		Kalamazoo/Battle Creek ☐ Greenville-Spart'burg Asheville-Anderson ☐ Hartford-New Haven ☐ Houston ☐ Indianapolis ☐ Kansas City ☐ Miami ☐ Milwaukee ☐ Minneapolis-St. Paul ☐ Nashville ☐ Orlando ☐ Philadelphia		☐ Phoenix ☐ Pittsburgh ☐ Portland, OR ☐ Raleigh-Durham ☐ Sacramento ☐ Salt Lake City ☐ St. Louis ☐ San Antonio ☐ San Diego ☐ San Francisco ☐ Seattle-Tacoma ☐ Tampa-St. Petersburg ☐ Washington, DC ☐ West Palm Beach/ Ft. Pierce		☐ Mexico City ☐ Montreal ☐ Puerto Rico ☐ Toronto ☐ Vancouver, BC # of additional cities: _____ TOTAL SPOT UNITS: _____		C O N T R I B U T I O N	(a) GROSS PAYMENT (Sum of Column I, all pages)		\$	FOR OFFICE USE ONLY
				(b) Contribution Computation Make checks payable to: AFTRA H&R FUNDS		Check Number								
		Apply % indicated if Commercial produced on or after:		10/30/03 - 14.3% 10/30/00 - 13.3% 2/7/94 - 12.65% 2/7/92 - 12.5% 4/15/88 - 11.5%	\$	Payment Amt.								
		(c) TOTAL CONTRIBUTION		\$	Date Received									

CLASS A USE DETAIL List additional uses in Comments or on a separate report. 13 Use Guarantee Applied						In L / D column mark uses of "Included Lift" with "L," mark uses to which "Discount" applies with "D." Note any separate Use Number sequence for uses of 10-/15-second version in Comments below.					
Use #	L / D	Date	Program	Use #	L / D	Date	Program	Use #	L / D	Date	Program

COMMENTS

REPORT DETAILS		(B)			Fill in when reporting Session Fee					(H)		(I)
(A)	Social Security Number	PERFORMER'S NAME			(C)	(D)	(E)	(F)	(G)	If Upgrade, enter amount already paid for cycle		GROSS PAYMENT
		Last	First	Initial	Cate-gory	Camera On	Off	# of Com's	Date(s) Worked	Hours From	To	

Enter symbol in Col. (C) - Category	P	Principal Performer	SS	Singer Solo or Duo	S6	Singer Group 6-8	ST	Stunt Performer	DS	Dancer Solo or Duo	D6	Dancer Group 6-8
			SC	Singer Contractor	S9	Singer Group 9 or more	PIL	Pilot	DC	Dancer Contractor	D9	Dancer Group 9 or more
	E	Extra	S3	Singer Group 3-5	SE	Sound Effects Performer	PUP	Puppeteer	D3	Dancer Group 3-5	HM	Hand Model
	CV	Character Voice										

AFTRA TELEVISION RECORDED COMMERCIALS CONTRACT

AFTRA HEALTH & RETIREMENT FUNDS CONTRIBUTION REPORT PRODUCTION AND USE REPORT

IMPORTANT INSTRUCTIONS

1. Use this form for Production, Use and Reuse, or Editing reporting as well as AFTRA Health and Retirement Contributions reporting.
2. Make H&R checks payable to AFTRA Health and Retirement Funds and send with a copy of this form to AFTRA Health and Retirement Funds, Post Office Box 19260, Newark, New Jersey, 07195-0260. Send Talent Payment checks with a copy of this report to your local AFTRA office and retain a copy. For inquiries to AFTRA H&R Funds, call 1-800-562-4690 or 212-499-4800.
3. The filing by Producer of this report shall be deemed an acceptance by Producer of the Health and Retirement Funds provisions of the applicable collective bargaining contract of AFTRA and an agreement by Producer to be bound thereby and by the AFTRA Health and Retirement Funds established thereunder.

OFFICES OF THE AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS ARE LOCATED AT:

ATLANTA LOCAL

455 E. Paces Ferry Rd., NE, #334
Atlanta, GA 30305-3320
(404) 239-0131

KANSAS CITY LOCAL

4000 Baltimore Ave., 2nd Floor
Kansas City, MO 64111-7417
(816) 753-4557

PORTLAND LOCAL

3030 S.W. Moody Ave., #104
Portland, OR 97201-4867
(503) 279-9600

BOSTON LOCAL

535 Boylston St.
Boston, MA 02116
(617) 262-8001

LOS ANGELES LOCAL

5757 Wilshire Blvd., 9th Floor
Los Angeles, CA 90036-3689
(323) 634-8100

SAN DIEGO LOCAL

7867 Convoy Ct., #307
San Diego, CA 92111-1214
(858) 278-7695

CHICAGO LOCAL

1 E. Erie St., #650
Chicago, IL 60611-2737
(312) 573-8081

MIAMI LOCAL

2750 N. 29th Avenue #200N
Hollywood, FL 33020
(954) 920-2476

SAN FRANCISCO LOCAL

350 Sansome Street, Suite 900
San Francisco, CA 94104-9827
(415) 391-7510

CLEVELAND LOCAL

1468 West 9th Street, Suite #720
Cleveland, OH 44113
(216) 781-2255

NASHVILLE LOCAL

1108 17th Ave. S.
Nashville, TN 37212-2204
(615) 327-2944

SEATTLE LOCAL

4000 Aurora Avenue North #102
Seattle, WA 98103-7853
(206) 282-2506

DALLAS / FORT WORTH LOCAL

6060 North Central Expressway, #302, LB 604
Dallas, TX 75206-5293
(214) 363-8300

NEW ORLEANS LOCAL

(see Houston Local)
866-236-2941 (toll free for Louisiana only)

ST. LOUIS LOCAL

1310 Papin St., #103
St. Louis, MO 63103-3131
(314) 231-8410

DENVER LOCAL

1400 16th St., #400
Denver, CO 80202
(720) 932-8193

NEW YORK LOCAL

260 Madison Ave., 7th Floor
New York, NY 10016-2401
(212) 532-0800

TRI-STATE LOCAL *

920-A Race Street
Cincinnati, OH 45202
(513) 579-8668

DETROIT LOCAL

27777 Franklin Rd. #300
Southfield, MI 48034
(248) 213-0264

PHILADELPHIA LOCAL

230 S. Broad St., #500
Philadelphia, PA 19102-4121
(215) 732-0507

TWIN CITIES LOCAL

708 n. First St. #333 Itasca Bldg.
Minneapolis, MN 55401-1133
(612) 371-9120

HAWAII LOCAL

For information call
866-236-2941 (toll free for members only)

PHOENIX LOCAL

1616 E. Indian School Rd., #330
Phoenix, AZ 85016-8603
(602) 265-2712

WASHINGTON / BALTIMORE LOCAL

4340 East West Highway, #204
Bethesda, MD 20814-4411
(301) 657-2560

HOUSTON LOCAL

2020 North Loop, West #340
Houston, TX 77018
(713) 686-4614

PITTSBURGH LOCAL

625 Stanwix St., The Penthouse
Pittsburgh, PA 15222-1417
(412) 281-6767

* Tri-State Local includes:
Cincinnati, Columbus, and Dayton, OH;
Indianapolis, IN; Louisville, KY

AFTRA Health & Retirement Funds Contribution Report forms may be obtained from the AFTRA Health & Retirement Funds offices below:

261 Madison Ave., 8th Floor
New York, NY 10016
(212) 499-4800 (800) 562-4690

5757 Wilshire Blvd., #372
Los Angeles, CA 90036-3683
(800) 367-7966

EXHIBIT C
AFTRA TV COMMERCIALS CHECK VOUCHER

PERFORMER _____ ADVERTISING AGENCY _____
 JOB NUMBER _____ ORIGINAL COMMERCIAL I.D. _____
 NEW I.D. (PERMITTED EDIT OR FOOTAGE FROM ORIGINAL COMMERCIAL) _____
 ADVERTISER _____ PRODUCT _____
 CHECK NUMBER _____ STATE I.D. NO. _____
 EMPLOYER OF RECORD FOR INCOME TAX AND UNEMPLOYMENT INSURANCE PURPOSES IS _____
 ADDRESS OF EMPLOYER OF RECORD _____
 SESSION DATE _____ FIRST AIR DATE _____

USE CYCLE (Start / End Dates)			
<u>CABLE</u>			
FROM BROADCAST		WILD SPOT	
PRODUCED FOR		PROGRAM	
<u>INTERNET</u>			
NEW MEDIA			
FROM BROADCAST			
PRODUCED FOR			

SPOT USE		PROGRAM USE	
+	NO. OF UNITS	A*	
☐ NEW YORK		B*	
☐ CHICAGO		B+NY*	
☐ LOS ANGELES		C*	
FEE	\$	FEE	\$

* Use Dates & Numbers

CHECK WHERE APPLICABLE AND COMPLETE WHEN APPLICABLE					
☐ Audition	Date		\$	1. Upgrade - _____ Amount Previously Paid for Cycle	\$
☐ Re-Take	Date		\$	2. Session Fee Applicable to Use Fee Above	\$
☐ Non-Air			\$	3. Holding Fee Applicable to Use Fee Above	\$
☐ Foreign			\$	4. Wardrobe Fee	\$
☐ Holding Fee 1st Fixed Cycle Starts	Date			5. Meal Penalty	\$
☐ Holding Fee Fixed Cycle	From		To	6. Late Payment	\$
☐ Expiration of Maximum Period(s) of Use	Date			7. Downgrade	
☐ Dealer	☐ A			8. Other	\$
☐ Dealer	☐ B - 6 mo.	From	To	9. Other	\$

Other forms containing the above information may be used provided they are first submitted to and approved by AFTRA.

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EXHIBIT D

NOTICE ON LIVE COMMERCIALS

Producer agrees that Performer has notice of the provisions of Paragraph 73(e) of the AFTRA National Code of Fair Practice for Television Broadcasting, which Paragraph 73(e) is incorporated herein as follows:

When a performer is engaged pursuant to this Code, whether the performance is actually done "live" or is pre-recorded from an audition or rehearsal or in any other manner (so long as the artist's engagement is for a "live" performance), payment for commercials (announcements, cut-ins, hitch-hikes, cow-catchers, or otherwise) shall be made pursuant to the provisions of Paragraphs 2, 4, 26, 27 and 46 of this Code, as applicable. When such "live" announcement is replayed as part of the program in which it was originally included payment shall be: (1) for performers and chorus singers and dancers paid pursuant to Paragraph 46 G. and H. for the original "live" performance--the applicable payment provided in Paragraph 46.G. and H. will be made for the commercial announcement services in addition to the payment pursuant to sub-paragraph B. of this Paragraph 73 for re-play of the program; (2) for performers, including announcers, in performances other than in (1) above--the full applicable payment made for the commercial announcement services, or the program rate if originally paid, but in no event more than the full applicable program rate pursuant to Paragraph 2 or Paragraph 4, as applicable.

In the event such "live" announcement is replayed as a separate announcement, or as part of a program other than that in which it was originally included, payment shall be made pursuant to the provisions of the AFTRA Television Recorded Commercials Contract.

In no event shall the provisions of the AFTRA Television Recorded Commercials Contract be construed as applicable to any announcement referred to in this paragraph unless the individual contract of the performer contains a specific provision so authorizing the additional broadcast use of his services in the announcement; and a copy of such contract shall be filed and approved by AFTRA prior to any use under the said Recorded Commercials Contract.

Approval by AFTRA shall be presumed unless notice to the contrary is given to Producer within forty-eight (48) hours after receipt of the contract by AFTRA.

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AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
260 MADISON AVENUE, NEW YORK, NY 10016 (212) 532-0800

(One copy of this form must be filled out and filed with AFTRA within 48 hours of engagement.)

Date of Engagement:	
Recording Studio:	Address:
Agency:	Address:
Producer:	Address:
Sponsor & Product:	Type: ☐ Program ☐ Spot ☐ Audition ☐ Library

FILL IN IF INFORMATION AVAILABLE		The only reason for requesting information on ethnicity, sex, age, and disability is for the talent unions to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Producer's signature on this form shall not constitute a verification of information supplied by performers. ✕ CHECK APPROPRIATE COLUMNS BELOW
Cycle: ☐ 13 wks ☐ 26 wks ☐ 39 wks ☐ 52 wks ☐ Other:		
Use Category: ☐ Wild Spot ☐ Program ☐ Network ☐ Foreign ☐ Cable ☐ Other:		
Fee to be Paid by:		
Date of First Release:		
Additional Information (doubling, etc.):		

[illegible]

Group Singers: Multi-tracking or Sweetening: ☐ Yes ☐ No Solo/Duo: Multi-tracking: ☐ Yes ☐ No Sweetening: ☐ Yes # of Tracks ☐ No KEY to Type of Performance:					(1) SEX	M	Male	F	Female
P Principal Performer DS Dancer Soloist/Duo PUP Puppeteer					(2) AGE	40+	40 and Over		
SC Singers Contractor SS Singer Soloist/Duo S9 Group Singers 9 or more					(3) ETH.	-40	Under 40		
DC Dancers Contractor S3 Group Singers 3-5 GS Group Speakers						AP	Asian/Pacific		
ST Stunt Performer D3 Group Dancers 3-5 EP Extra Performer						B	Black/African-American		
ANN Announcer S6 Group Singers 6-8 HM Hand Model						C	Caucasian		
PIL Pilot D6 Group Dancers 6-8 SE Sound Effects						LH	Latino/Hispanic		
						I	Native American		
					(4) PWD	Person With Disability			

Employer: _____

Signature of Employer or Employer's Representative: _____

I accept responsibility for filing this report with AFTRA: _____

_____ SIGNATURE OF AFTRA (MEMBER) REPORTER

Date: _____

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EXHIBIT F

AFTRA/SAG COMMERICAL AUDITION REPORT

☒ WHERE APPLICABLE	TO BE COMPLETED BY CASTING DIRECTOR		PAGE _____ OF _____
UNION: ☐ AFTRA ☐ SAG ☐ PRINCIPAL PERFORMER ☐ EXTRA PERFORMER	☐ TELEVISION ON CAMERA ☐ TELEVISION OFF CAMERA ☐ SPANISH TRANSLATION SERVICES	Person to whom correspondence concerning this form shall be sent: Name and Telephone Number:	AUDITION DATE:
INTENDED USE:	ADVERTISER:		
NAME OF CASTING REPRESENTATIVE:	COMMERCIAL TITLE, NAME AND NUMBER:		JOB NUMBER:
ADVERTISING AGENCY AND CITY:	PRODUCT:	PRODUCTION COMPANY:	
INSTRUCTIONS: Circle below the name of the performer hired, if known. Mail one copy to AFTRA or SAG on the 1st and 15th of each month.			

TO BE COMPLETED BY PERFORMERS																					
PERFORMER'S NAME (PRINT)	Span. Trans. Serv.	SOCIAL SECURITY NUMBER	AGENT (PRINT)	ACTUAL CALL	TIME IN	TIME OUT	INITIAL	CIRCLE INTERVIEW NUMBER				SEX		AGE		ETHNICITY					PWD
								1st	2nd	3rd	4th	M	F	40+	-40	AP	B	C	LH	I	
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										
								1st	2nd	3rd	4th										

This recorded audition material will not be used as a client demo, an audience reaction commercial, for copy testing, or as a scratch track without payment of the minimum compensation provided for in the Commercials Contract and shall be used solely to determine the suitability of the performer for a specific commercial.

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

The only reason for requesting information on ethnicity, sex, age, and disability is for the talent unions to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Authorized Representative's signature on this form shall not constitute a verification of the information supplied by performers.

ETHNICITY KEY:

AP – Asian Pacific	L – Latino-Hispanic
B – Black/African-American	I – Native American
C – Caucasian	PWD – Person with Disability

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EXHIBIT G

AFTRA PERFORMER EXPENSE REPORT

AGENCY NAME	
AGENCY ADDRESS	(INCLUDE CITY, STATE, ZIP CODE)
CLIENT	PRODUCER
COMMERCIAL TITLE / I.D. NO.	SESSION DATE(S)
ONLY EXPENSES AUTHORIZED BY PRODUCER WILL BE REIMBURSED	

NAME OF PERFORMER (PLEASE PRINT)						SOCIAL SECURITY NUMBER		
EXPENSES	SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL
MM / DD / YY	/ /	/ /	/ /	/ /	/ /	/ /	/ /	
LODGING ^A								\$
MEALS ^B BREAKFAST								\$
LUNCH								\$
DINNER								\$
TELEPHONE								\$
TAXIS TO & FROM AIRPORT (Include tips and tolls)								\$
OTHER ^C								\$
PERSONAL CAR ^C MILEAGE (34.5¢ @ Mile)								\$
TOLLS (Attach Receipts)								\$
PARKING (Attach Receipts)								\$
MISCELLANEOUS ^C								\$
MISCELLANEOUS ^C								\$
MISCELLANEOUS ^C								\$
IF RECEIPTS ARE IN FOREIGN CURRENCY, GIVE DOLLAR AND EXCHANGE RATE HERE:						TOTAL EXPENSE		\$
REMARKS (Use Reverse Side of This Form If More Space Is Required)						LESS ADVANCE		\$
						BALANCE REFUNDED		\$
						BALANCE DUE		\$

- ^A Include no other charges. Attach paid lodging bill.
^B Not entertainment. Include tips, snacks, drinks, etc.
^C Explain in "REMARKS." Attach receipts.

PERFORMER'S SIGNATURE	DATE	PRODUCER'S APPROVAL	DATE

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EXHIBIT H

CABLE NETWORK UNIT RATES

For unlisted cable networks or systems, unit weights should be calculated in accordance with Section 35.C.2. Use of commercials on PAY-TV systems is not authorized without specific approval by the Union. *(Data Source: Multichannel News, TV & Cable Factbook, Mediaweek, CableWorld, Cablefax, Television & Cable, and Television Week.)*

	CABLE SYSTEMS – Listed in alphabetical order		
		<u>Subscribers</u>	<u>Units</u>
1	A&E Network	85,769,000	245
2	ABC Family	84,679,000	241
3	Action Sports Cable Network	300,000	1
4	American Movie Classics	84,000,000	240
5	America's Store	12,400,077	35
6	Animal Planet	81,600,000	233
7	Arabic Channel, the	1,124,000	3
8	B Mania	2,000,000	5
9	Bay News 9	905,000	2
10	BBC America	35,200,000	100
11	BET On Jazz	10,000,000	28
12	Black Entertainment Television	75,000,000	214
13	Bloomberg Television	27,434,620	78
14	Boomerang	9,100,000	26
15	Bravo	72,236,000	206
16	Cable News Network	86,259,000	246
17	California Channel, The	5,600,000	16
18	Canal Sur	25,000	1
19	Cartoon Network, The	82,669,000	236
20	Celtic Vision	175,713	1
21	Central Florida News 13	700,000	2
22	Chicagoland Television News	1,700,000	4
23	Chinese Communications Channel	750,000	2
24	Chronicle	750,000	2
25	Church Channel, The	11,420,000	32
26	Cine Latino	25,000	1
27	CN8: the Comcast Network	6,800,000	19
28	CNBC	85,680,000	244
29	CNBC World – North America	17,500,000	50
30	CNN en Espanol	2,400,000	6
31	CNN International - North America	1,000,000	2
32	CNNfn	25,000,000	71
33	Comcast Sports Southeast	3,900,000	11
34	Comcast SportsNet	3,000,000	8
35	Comcast SportsNet Mid-Atlantic	5,000,000	14
36	Comedy Central	82,053,000	234
37	Country Music Television	67,100,000	191
38	Court TV	75,300,000	215
39	C-SPAN	86,400,000	246
40	C-SPAN 2	71,100,000	203

41	C-SPAN 3	7,000,000	20
42	Discovery Channel	87,315,000	249
43	Discovery en Espanol	8,000,000	22
44	Discovery HD Theater	800	1
45	Discovery Health Channel	43,200,000	123
46	Discovery Home/Leisure Channel	30,500,000	87
47	Discovery Kids Channel	31,500,000	90
48	Discovery Times Channel	30,500,000	87
49	Discovery Wings Channel	31,500,000	90
50	Disney Channel, The	81,363,000	232
51	Do It Yourself	22,000,000	62
52	E! Entertainment Television	80,300,000	229
53	Empire Sports Network	5,200,000	14
54	Enlace	1,000,000	2
55	ESPN	87,000,000	248
56	ESPN Classic	47,000,000	134
57	ESPN Now	2,270,000	6
58	ESPN2	85,000,000	242
59	ESPNews	46,749,000	133
60	EWTN	51,900,000	148
61	FamilyNet	38,159,428	109
62	Fine Living	14,000,000	40
63	Florida's News Channel	1,000,000	2
64	Food Network	78,398,000	223
65	Fox Movie Channel	43,500,000	124
66	Fox Net	2,022,466	5
67	Fox News Channel	89,000,000	254
68	Fox Sports Arizona	2,000,000	5
69	Fox Sports Bay Area	3,220,000	9
70	Fox Sports Chicago	3,600,000	10
71	Fox Sports Cincinnati	1,623,819	4
72	Fox Sports Detroit	2,320,856	6
73	Fox Sports en Espanol	5,000,000	14
74	Fox Sports Florida	4,000,000	11
75	Fox Sports Midwest	3,500,000	10
76	Fox Sports Net	82,000,000	234
77	Fox Sports New England	3,825,000	10
78	Fox Sports New York	6,302,741	18
79	Fox Sports North	2,900,000	8
80	Fox Sports Northwest	2,500,000	7
81	Fox Sports Ohio	4,500,000	12
82	Fox Sports Pittsburgh	3,600,000	10
83	Fox Sports Rocky Mountain	3,144,498	8
84	Fox Sports South	10,400,000	29
85	Fox Sports Southwest	6,900,000	19
86	Fox Sports West	5,000,000	14
87	Fox Sports West2	3,000,000	8

88	Fox Sports World	18,000,000	51
89	Fuse	31,248,000	89
90	FX	79,600,000	227
91	G4	11,000,000	31
92	Game Show Network	51,273,000	146
93	Golf Channel, The	54,840,000	156
94	Goodlife Television Network	9,700,000	27
95	Gospel Music Television	10,800,000	30
96	Great American Country	24,369,000	69
97	Hallmark Channel	51,808,000	148
98	Headline News	83,737,000	239
99	Health Network, The	30,300,000	86
100	History Channel, The	83,200,000	237
101	Home & Garden TV Network	80,407,000	229
102	Home Shopping Network	80,000,000	228
103	Horse Racing TV	1,287,000	3
104	HTV	1,124,000	3
105	Independent Film Channel	26,200,000	74
106	Inspirational Life	5,000,000	14
107	Inspirational Network, The	20,000,000	57
108	International Channel	12,500,000	35
109	JCTV	2,500,000	7
110	La Familia Network	150,000	1
111	Latin TV	25,000	1
112	Learning Channel, The	85,550,000	244
113	Lifetime	86,021,000	245
114	Lifetime Movie Network	37,000,000	105
115	Lifetime Real Women	4,000,000	11
116	Madison Square Garden	8,316,741	23
117	MBC	24,400,000	69
118	Metro Channels	2,400,000	6
119	MSNBC	80,132,000	228
120	MTV	84,700,000	242
121	MTV 2	48,300,000	138
122	MTV Latin America	8,000,000	22
123	MTV S	217,203	1
124	MuchMoreMusic (Canada)	3,500,000	10
125	MuchMusic Network(Canada)	7,000,000	20
126	Mun2 Television	3,300,000	9
127	National Geographic Channel	43,100,000	123
128	NBA TV	18,500,000	52
129	New England Cable News	2,501,955	7
130	New England Sports Network	3,600,000	10
131	New York 1 News	1,965,000	5
132	News 12 Connecticut	204,596	1
133	News 12 Long Island	750,000	2
134	News 12 New Jersey	1,721,536	4

135	News 12 The Bronx	250,000	1
136	News 12 Westchester	320,000	1
137	News 8 Austin	300,000	1
138	NewsChannel 8	1,159,284	3
139	Newsworld International	17,987,000	51
140	NFL Network	11,560,000	33
141	Nickelodeon Games & Sports	16,000,000	45
142	Nickelodeon/Nick at Nite	85,800,000	245
143	Noggin/The N	33,700,000	96
144	NorthWest Cable News	2,367,482	6
145	Oasis TV	1,650,000	4
146	Odyssey	28,322,181	80
147	Ohio News Network	1,300,000	3
148	Outdoor Channel, The	25,693,000	73
149	Outdoor Life	51,711,000	147
150	Ovation	7,100,000	20
151	Oxygen	47,000,000	134
152	Pennsylvania Cable Network	2,865,000	8
153	Pittsburgh Cable News Channel	800,000	2
154	Product Information Network	35,400,000	101
155	Puma TV	2,270,000	6
156	QVC	85,336,000	243
157	Rarities Exchange	105,000	1
158	Recovery Network	14,538,000	41
159	Research Channel	9,000,000	25
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EXHIBIT I

SAFETY BULLETIN #33

Special Safety Considerations When Employing Infant Actors (15 days to six months old)

This bulletin addresses special safety considerations regarding the employment of infant actors in motion picture and television production.

1. Hands should be washed before and after handling infants and after changing diapers.
2. Applicable laws and regulations pertaining to tobacco smoke must be followed.
3. When using special effects smokes, the Producer should take steps to prevent exposure of the infant to the smoke. You should also consult **Safety Bulletin #10 – Guidelines Regarding the Use of Artificially Created Smokes, Fogs and Lighting Effects**.
4. With regard to an infant whose employment is governed by California laws, the responsibility for caring and attending to the infant's health and safety is as follows:

Studio Teacher:

"In the discharge of these responsibilities, the Studio Teacher shall take cognizance of such factors as working conditions, physical surroundings, signs of the minor's mental and physical fatigue, and the demands placed upon the minor... The Studio Teacher may refuse to allow the engagement of a minor on a set or location and may remove the minor therefrom, if in the judgment of the Studio Teacher, conditions are such as to present a danger to the health, safety or morals of the minor."
[8 CCR §11755.2]

Nurse:

"Direct and indirect patient care services that insure the safety, comfort, personal hygiene and protecting of patients and the performance of disease prevention." [2BPC §2725(a)]

For infants subject to laws other than California's, an appropriate person should be designated responsible for that infant's health and safety. That person should make the determination as to whether or not a hazard exists and take appropriate action as described in this paragraph.

5. If unsafe conditions are suspected by the Studio Teacher or nurse, a studio safety professional, if available, should be called for consultation, as required by the production's Illness and Injury Prevention Program.
6. Trailer holding tanks should not be pumped while the infant is present or immediately prior to the infant's arrival. The trailer should be well ventilated prior to the arrival of the infant.
7. When substances are used for altering an infant's appearance, provisions should be made for bathing the infant.
8. Foods that commonly cause allergic reactions should not be used to alter the appearance of the infant's skin, unless their use is specifically approved by a medical doctor. These foods include, but are not limited to, raspberry and strawberry jams, jellies and preserves. Consumer products including glycerin, lubricating jellies and cosmetics should not be used to alter an infant's appearance. Permission should be obtained from the parent or guardian prior to applying any substance to the infant's skin.
9. Once wardrobe and props have been issued by the production for use on/with an infant, the wardrobe and props should not be reissued for another infant without laundering wardrobe and disinfecting props.
10. Infant accessories provided by the production, such as bassinets, cribs, and changing tables, should be sanitized at the time of delivery to the set, and on a regular basis. Infant accessories should not be exchanged from one infant to another without first having been sanitized. (Bottles, nipples and pacifiers should not be exchanged between infants.)

Note: All production personnel working with infants are urged to review the "Blue Book," entitled "The Employment of Minors in the Entertainment Industry," published by the Studio Teachers, Local 884, IATSE. Reference should also be made to the extensive federal and state labor laws and to any applicable collective bargaining agreements which govern the employment of child actors.

2003 AFTRA Television Recorded Commercials Contract

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